

Barbara Grattan,
Town Clerk

**TOWN BOARD MEETING
AGENDA
May 1st , 2001**

ROBERT F. KOZAKIEWICZ, Supervisor

**Edward Densieski, Councilman
Philip Cardinale, Councilman**

**Christopher Kent, Councilman
James Lull, Councilman**

**Barbara Grattan, Town Clerk
Dawn Thomas, Town Attorney**

ELECTED OFFICIALS

**Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Diane M. Stuke
Richard Ehlers
Allen M. Smith**

**Chairwoman Board of Assessors
Board of Assessors
Board of Assessors
Highway Superintendent
Receiver of Taxes
Town Justice
Town Justice**

DEPARTMENT HEADS

**John J. Hansen
Leroy Barnes
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief Joseph Grattan
Jane Vanden Thoorn
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

**Accounting Department
Building Department
Community Development
Engineering Department
Planning Department
Police Department
Recreation Department
Senior Services
Sanitation Department
Sewer District
Water Department**

Call to Order and Salute to the Flag

**Approves Minutes of Town Board Meeting of April 17th, 2001,
moved by Councilperson _____, seconded
by Councilperson _____.**

REPORTS

Tax Receiver: **Total Collections to date: \$37,340,744.62
Utility collections report for April 20, 2001
Total Collections -\$223,358.65**

Town Clerk: **Monthly Report for April, 2001
Total Collected: \$10,833.36**

Police Dept.: **Monthly Report for January, February & March, 2001-04-27**

Sewer District: **Discharge Monitoring Report for March, 2001**

APPLICATIONS

Site Plans: **Suffolk County National Bank-Construct new headquarters
and office for banking.**

**Owen Brothers Landscape Design, LTD-New Building for plant
nursery.**

Special Permits: **Joseph F. Scioito-Dental Office-1158 Main Road, Aquebogue**

Shows & Exhibition Permits:

**David Perricone-June 3, 2001-12 PM to 6 PM Classic Car
Display**

Long Island Science Center-April 26 to 29 Book & Toy Fair

Jamesport Fire Dept.-July 10-14-Carnival & Parade

CORRESPONDENCE

- Skydive:** 9 Letters in support of.
- Suffolk Theatre:** 13 Letters in support of the Renovation of the Theatre
- Bruce Clark:** In support of the Calverton Auto Racing Facility
- Janine Nebons:** In support of the fire code regulations
Tanger Outlet Center

COMMITTEE REPORTS

PUBLIC HEARINGS

- 7:05 p.m. The Extension 57 to the Riverhead Water District, South Twomey Avenue.
- 7:10 p.m. The Change of Zone of Reliance Leasing, Inc.
- 7:15 p.m. The Special Permit Petition of Reliance Leasing Inc.
- 7:20 p.m. The Special Permit Petition of Sunken Ponds LLC.
- 7:25 p.m. The Consideration of a Local Law to Add Chapter 91 entitled, "Shopping Carts" of the Town Code.
- 7:30 p.m. The Consideration of a Local Law to amend Chapter 108 of the Code Section 108-131 Application procedure; fees.
- 7:35 p.m. The Consideration of a Local Law to amend Chapter 108 of the Code Section 108-44.7 Accessory Uses.

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:
Community Development Agency:

- #10** Amends CDA Resolution #18 of 2000 Regarding License Agreement with BMB Milwork, Inc.
- #11** Extending Contract of SkyDive Long Island
- #12** Authorizes Chairman to Execute License Agreement with United Aerial Advertising
- #13** Authorizes Chairman to Execute License Agreement with Empire State Development Corporation

Regular Town Board Meeting:

- #434** Authorizes The Supervisor to Execute a Lease Agreement Between East End Arts Council and the Town of Riverhead
- #435** Authorizes The Supervisor to Execute a Public Safety Answering Points Agency Agreement Under the Enhanced 911 Program for a Grant from the County of Suffolk
- #436** Authorizes The Supervisor to Execute a Contract with the Riverhead, New York Congregation of Jehovah's Witnesses for the Purchase of 60 Shade Tree Lane, Aquebogue, New York
- #437** Accepts Draft Environmental Impact Statement Supporting Special Permit Petition of William Dries and Anthony Specchio- Restaurant at Route 58, Riverhead
- #438** Accepts Performance Bond of Sound Housing, LLC (Willow Ponds on the Sound Condominium Phase II)
- #439** Amends Resolution #1437 Authorizing Rates for Police Athletic League (P.A.L.) Programs Registration Fees for the Year 2001
- #440** Approves Kevin Rempe Plumbing & Heating Corp. as Drainlayer for Riverhead Sewer District
- #441** Resolution and Consent Approving the Dedication of Highways Known as Anna Court

- #442** Resolution and Consent Approving the Dedication of Suffolk Tax Map Number 0600-60-2-9 for Drainage Purposes and p/o Suffolk County Tax Map Number 0600-60-20-13 for Road Corner Widening
- #443** Authorizes The Supervisor to Execute Certificate of Final Completion for Advanced Wastewater Treatment Facility Upgrade Ventilating and Air Conditioning Construction
- #444** Approves Temporary Sign Permit of Central Suffolk Hospital Mother's Day Garden Festival
- #445** Authorizes Attendance at the Government Finance Officers Association 2001 Annual Conference
- #446** Authorizes the Supervisor to Execute Retainer Agreement with the Law Firm of Sinnreich & Safar, LLP
- #447** Authorizes the Attendance of Employees at International Municipal Signal Association Certification School
- #448** Authorizes Attendance of the Chief of Police at N.Y.S.C.P.A. 2001 Annual Conference
- #449** Authorizes Attendance of Captain of Police at P.E.R.F. Training Conference
- #450** SEQR Classification of Action on Special Permit Petition of Robert Wendt and Refers Petition to Planning Board
- #451** Approves Site Plan of VerDerBer Nursery- Addition
- #452** Approves Site Plan of Calverton Links Golf Course-Parking Area Expansion
- #453** Approves Amended Site Plan of Sound Housing LLC
- #454** Approves Site Plan of Meszaros Temporary Greenhouses
- #455** Authorizes Town Clerk to Publish and Post Notice to Bidders for the Grangebel Park Bulkhead Replacement Project
- #456** Authorizes the Town Clerk to Post and Publish a Notice to Bidders for Canoe Access Ramp Construction

- #457** Authorizes Town Clerk to Advertise for Bids- Security, Fire and Telemetry Control Systems- Riverhead Sewer District
- #458** Awards Bid for Chemicals
- #459** Awards Bid for Janitorial Supplies
- #460** Authorizes Notice of Public Hearing- Change of Zone Petition of Hidden Meadows at Calverton (James Esposito)
- #461** General Fund Budget Adjustment
- #462** Street Lighting District Budget Adjustment
- #463** Peconic Bay Blvd. Culvert Replacement Capital Project Budget Adjustment
- #464** Town Hall Reconstruction & Improvements- Capital Project Budget Adoption
- #465** Animal Shelter Donation Fund Budget Adjustment
- #466** 2000-2001 Girls Interact Program Capital Project Budget Adjustment
- #467** Community Development Agency- Calverton Budget Adjustment
- #468** Recreation Program Fund Budget Adjustment
- #469** V. Wells Jr. #I Land Preservation SCTM# 600-7-1-4- Capital Project Budget Adoption
- #470** V. Wells Jr. #II Land Preservation SCTM# 600-20-3-3, 600-7-4-1, 600-7-4-2, SCTM #600-7-4-3, 600-20-3-7.1- Capital Project Budget Adoption
- #471** Craig Wells Land Preservation SCTM #600-20-2-5- Capital Project Budget Adoption
- #472** TYCO Electronics Land Preservation SCTM #600-2-2.2- Capital Project Budget Adoption
- #473** Zilnicki II Land Preservation SCTM #600-42-1-28.7- Capital Project Budget Adoption

- #474** Community Preservation Fund Budget Adjustment
- #475** Calverton Sewer District Budget Adjustment
- #476** Highway Department Budget Adjustment
- #477** Risk Retention Fund Budget Adjustment
- #478** Workers Compensation Fund Budget Adjustment
- #479** Water District Budget Adjustments
- #480** Sewer District Budget Adjustment
- #481** Authorizes Town Clerk to Publish and Post Annual Financial Report Summary for the Year Ending 2000
- #482** Promotion to Provisional Fire Marshall II
- #483** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for an Accountant
- #484** Appoints Police Officers to the Police Department
- #485** Accepts Resignation of Detention Attendant in the Police Department
- #486** Appoints Temporary Clerks to the Tax Receiver's Office
- #487** Approves Request for Leave of Absence
- #488** Appointments to Conservation Advisory Council
- #489** Appoints Interpretation Consultant for Police Department and Justice Court
- #490** Appoints Interpretation Consultant for Police Department and Justice Court
- #491** Sets Salaries for Personnel for Year 2001 for the Recreation Department
- #492** Accepts Resignation of Debra Cuzzo in the Accounting Office
- #493** Appoints Summer Interns in the Accounting Department

#494 Appoints Personnel for the Year 2001 to the Recreation
~~Department~~

#495 Declares Lead Agency and Determines Environmental
Significance of the Issue of Serial Bonds- Suffolk Theater

#496 A Resolution Authorizing the Issuance of \$4,000,000 Serial
Bonds of the Town of Riverhead, Suffolk County, New York,
to Pay the Cost of the Reconstruction of the Interior of the
Suffolk Theater Building in and for Said Town

#497 A Resolution Calling a Public Hearing on the Issuance of
Serial Bonds and Bond Anticipation Notes Hereafter by the
Town of Riverhead, Suffolk County, New York, to Pay the
Cost of the Reconstruction of the Premises at 118 East Main
Street in said Town Known as the Suffolk Theater for Live
Stage Performances, Films and Other Public Recreational
Uses for Said Town

#498 Authorizes Chairman to Execute Agreement with County of
Suffolk Office for the Aging (Meals on Wheels)

#499 Pays Bills

#500 Riverhead Town Human Services Center Budget Adoption

Resolution # 10

Amends CDA Resolution #18 of 2000 Regarding License Agreement with BMB Millwork, Inc.

Member Kent _____ offered the following resolution,

which was seconded by Member Lull _____:

WHEREAS, the CDA previously approved a License Agreement for Buildings 06-52, 53 and 54, totaling approximately 23,477 square feet, with BMB Millwork, Inc. at \$4.50 per square foot; and

WHEREAS, BMB Millwork, Inc. did not execute said agreement and has requested use of a larger building, known as the Warehouse (06-04) and comprising 35,000 square feet, beginning June 1, 2001, for \$5 per square foot.

WHEREAS, approximately 17,000 square feet of 06-04 is being used by the Brookhaven Volunteer Fire Department at no cost; and

WHEREAS, BMB is willing to use 18,500 square feet for three months and 35,000 square feet from September 1, 2001.

WHEREAS, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the CDA will realize net income of \$7,708 per month for the first three months and then \$14,583 per month during the duration of license period.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss and John Graziano at BMB Millwork, 66 Old Country Road, PO Box 1659, Quogue, NY 11959.

The Vote:

Member Densieski YES
 Member Cardinale ABSTAIN
 Member Kent YES
 Member Lull YES
 Chairman Kozakiewicz YES

Councilman offered the resolution to be amended, which was seconded by Councilman Lull.

The Resolution is ADOPTED.

LICENSE

License ("License"), made as of the ____ day of May, 2001, by and between the Town of Riverhead Community Development Agency, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and BMB Millwork, a corporation having an address at: 66 Old Country Road, PO Box 1659, Quogue, NY 11959, ATTN: John Graziano ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 35,000 square feet in Building 06-04, known as the Warehouse, as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth. The Licensee will lease 18,500 square feet from June 1, 2001 to August 31, 2001 then 35,000 beginning September 1, 2001;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on June 1, 2001 (the "License Commencement Date") and shall end on the earlier of (a) November 30, 2001 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton Camelot LLC. (in either case, the "Expiration Date") or such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant

or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITIONS OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensors shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs. Invoices will be provided to Licensee monthly and are to be paid within 10 days. Specifically, Licensee must install electric and steam meter per specification by Grubb & Ellis and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water including design, inspection and key money.
 4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensors on the date hereof an amount equal to \$14,583 as security for the faithful performance and observation by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensors may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensors shall return to Licensee such deposit, less any amounts to which Licensors are entitled pursuant to the terms hereof.
 5. **LICENSE FEE.** Licensee shall pay to Licensors, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$23,124 and (b) on the first business day of each month commencing with September 1, 2001, an amount equal to \$14,583 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to August 14, 2001, Licensors and Licensee shall equitably prorate the amount of the Fee actually paid to Licensors for such period.
- Licensee covenants and agrees that in no event shall Licensee permit any motor Vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.
6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check payable to the order of the Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensors in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein)

and without any deduction, credit, set-off, counterclaim or abatement whatsoever in every case in which Licensee is required to pay Licensor a sum of money and said sum (or any portion thereof) is not Paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the design and manufacturing of woodworking products (the "Uses") to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License. **Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business.**

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage that has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is

restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of the Licensor.

8. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

9. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) License may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$1,000 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License

Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licenser have the right to enjoin Licensee's performance of the Uses.

10. **INDEMNITY.** (a) Licensee shall indemnify and hold Licenser harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.
- (b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licenser's gross negligence or willful misconduct.
11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis with respect to this License. Licensee agrees to indemnify and hold Licenser harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licenser may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licenser as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.
12. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 66 Old Country Road, PO Box 1659, Quogue, NY 11959, Attention: John Graziano, and if such notice is directed to Licenser, it shall be addressed to Licenser at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licenser or Licensee shall designate.
13. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

- b. In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous material permit from the Town of Riverhead.
- c. Indemnification. Licensee shall indemnify and hold harmless Licenser from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licenser directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.
- 14. CROSS-DEFAULT. To the extent that the Licenser and the Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under such similar agreements.
- 15. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.
 - (b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licenser," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licenser under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licenser under this License during the period that such transferee or assignee is the owner of the interest of License Premises.
 - (c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an ~~interest in the Calverton Site, shall have any right of action based upon invasion of~~ privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____
Name:
Title:

LICENSEE:

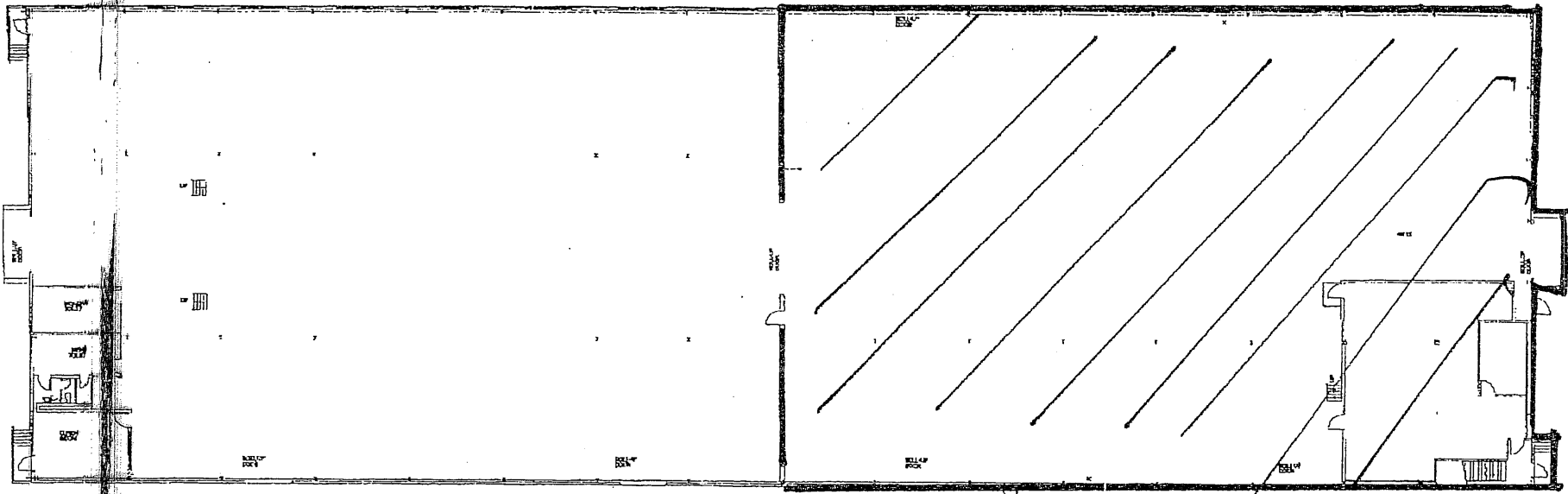
BMB MILLWORK, INC.

By: _____
Name:
Title:

NOELL
Exhibit A

163172/0583

04/24/2001 07:44



BLDG 006-04 FIRST FLOOR

EXHIBIT B

Insurance Certificates:

Liability – minimum \$1 million per occurrence

Fire Damage legal - \$100,000 minimum

Auto liability – minimum \$1 million per occurrence

Building contents – as desired

Worker's compensation – as required by law

Note: The conditions of Paragraph 7 (d) regarding additional insureds, 30 day notification etc.. must be complied with and reflected in the Certificate of Insurance provided by the Licensee prior to execution of the License.

COMMUNITY DEVELOPMENT AGENCY

RESOLUTION # 11

Adopted

At a regular meeting of the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York, held at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on May 1, 2001, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Kozakiewicz and upon roll being called, the following were

PRESENT: Supervisor Kozakiewicz
Councilman Densieski
Councilman Cardinale
Councilman Kent
Councilman Lull

ABSENT:

The following resolution was offered by Member Councilman Kent, who moved its adoption, seconded by Member Councilman Lull, to-wit:

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

RESOLUTION DATED May 01, 2001.

A RESOLUTION DESIGNATING ALTITUDE EXPRESS, D/B/A SKYDIVE LONG ISLAND, INC., AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE NON-EXCLUSIVE LEASING OF THE SO-CALLED EASTERN RUNWAY AND THE AIRCRAFT TIE DOWN AREA ADJACENT THERETO AT THE FORMER NAVAL WEAPONS INDUSTRIAL RESERVE PLANT, CALVERTON AND FOR THE NON-EXCLUSIVE LEASING BY THE AGENCY OF SUCH PROPERTY TO SKYDIVE LONG ISLAND, INC., FOR USE BY SKYDIVE LONG ISLAND, INC., IN PROVIDING SKYDIVING SERVICES TO THE PUBLIC.

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") is the owner of an approximately 2,900 acre parcel of land, together with the buildings, runways and aircraft tie down areas located thereon, in Riverhead, which land is known as the former Naval Weapons Industrial Reserve Plant, Calverton (the "Calverton Site") a portion of which Calverton Site is located within an economic development zone duly designated as such pursuant to the New York State Economic Development Zones Act, being Article 18-B of the General Municipal Law; and

WHEREAS, there has been submitted to the Agency a proposal for, and the Agency is considering, (i) designating Altitude Express, d/b/a Skydive Long Island, Inc. ("Skydive Long Island") the "qualified and eligible sponsor" (the "Sponsor"), pursuant to Section 507(2)(c) and (d) of the General Municipal Law and in accordance with the established rules and procedures provided by the Agency, for the non-exclusive leasing of the so-called eastern runway and the aircraft tie down area adjacent thereto of the Calverton Site, (the "Property"), and (ii) leasing the Property, on a non-exclusive basis, pursuant to Sections 507(2)(d), 556(2) and 968(b) of the General Municipal Law, to Skydive Long Island for a period of approximately five and one-half years for an initial monthly rental of \$2,000 per month for use by Skydive Long Island in providing skydiving services to the public; and

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WHEREAS, Sections 556(2), 507(2)(c) and (d) and 968(b) of the General Municipal Law require that a public hearing, following at least ten days public notice, be held by the Agency on the question of designating Skydive Long Island the Sponsor for such leasing of the Property and the leasing of the Property by the Agency to Skydive Long Island; and

WHEREAS, the Town of Riverhead (the "Town"), pursuant to Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder by the State Department of Environmental Conservation ("SEQRA") has by Resolution Number 614 of 1998 accepted a final generic Environmental Impact Statement upon the redevelopment of the Calverton Site and has further adopted a Findings Statement contemplating the use of the Property for such aircraft use; and

WHEREAS, the Agency, pursuant to SEQRA, has declared itself "lead agency" for such leasing the Property to and such proposed use of the Property by Skydive Long Island, has determined that such leasing of the Property and such proposed use is in conformance with such Findings Statement resulting from such Generic Environmental Impact Statement, and that such leasing of the Property and such proposed use is an "Unlisted Action" under SEQRA without a significant impact upon either the natural or social environment; and

WHEREAS, the Agency, by resolution duly adopted on March 9, 2001, called a public hearing on the designation of Skydive Long Island as the Sponsor for the redevelopment of the Property in the manner described herein and the non-exclusive leasing of the Property by the Agency to Skydive Long Island; and

WHEREAS, on April 3, 2001, the Agency duly held said public hearing on the designation of Skydive Long Island as the Sponsor for the redevelopment of the Property and the non-exclusive leasing of the Property by the Agency to Skydive Long Island, as Sponsor, after the requisite public

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~~notice at which public hearing all interested parties were provided with reasonable opportunity to~~
present their views with respect to the designation of Skydive Long Island as the Sponsor for the redevelopment of the Property and the non-exclusive leasing of the Property by the agency to Skydive Long Island, as Sponsor, and

WHEREAS, a majority of the Town Board of the Town, acting as Members of the Agency, attended such public hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Members of the Agency, as follows:

Section 1. Based upon the record of the proceedings and the public hearing held at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town on April 3, 2001 at 7:05 o'clock P.M., Prevailing Time, on the question of designating Skydive Long Island the Sponsor for the redevelopment of the Property and the non-exclusive leasing of the Property by the Agency to Skydive Long Island, the non-exclusive leasing of the Property by the Agency to Skydive Long Island, for no monetary consideration, is hereby authorized in accordance with Sections 507(2)(d) and 556(2) of the General Municipal Law.

Section 2. The Town Attorney for the Town of Riverhead, acting as special counsel to the Agency, has prepared, and the Agency has approved and caused to be executed and delivered, a Runway Use Agreement with Skydive Long Island under which Skydive Long Island has been given a non-exclusive license to the Property. A form of an addendum thereto which would establish a definite term of such non-exclusive use ending September 20, 2006, and constituting a non-exclusive lease thereof is attached to this Resolution as Appendix A (the Runway Use Agreement and the Runway Use Agreement Addendum, collectively, the "Use Agreement"). It is hereby determined that the non-exclusive use permitted under the Use Agreement will further the

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~~urban renewal plan for the urban renewal area in which the Property is located by conserving the~~
Property and facilitating its further future redevelopment.

Section 3. The Chairman of the Agency is hereby authorized and directed to distribute copies of this Resolution to Skydive Long Island and to do such further things and perform such acts as may be necessary or convenient to implement the provisions of this Resolution and the Deed.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call
which resulted as follows:

_____ VOTING

_____ VOTING

_____ VOTING

_____ VOTING

_____ VOTING

The resolution was thereupon declared duly adopted.

* * * *

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Riverhead Community Development Agency,
Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Members of
said Agency, including the resolution contained therein, held on May 01, 2001, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Agency had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or other
news media as follows:

Newspaper and/or other news media Date given

Times Review

May 4, 2001

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I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice Date of Posting

Town Clerk's Office ~~and~~

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency on May 1, 2001.

Andrew Johniss
Secretary

State of New York)
County of Suffolk) ss:
Town of Riverhead

THIS IS TO CERTIFY that I, the undersigned, Secretary/Treasurer of the Riverhead Community Development Agency, Town of Riverhead, County of Suffolk, have compared the foregoing copy with the original now on file in this office and which was duly filed on the 2nd day of May 2001, and that the same is a true and correct transcript of said and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said Riverhead Community Development Agency, this 2nd day of May 2001.

Andrew Johniss
Secretary/Treasurer of the Community Development Agency

05/01/01

Adopted

TOWN OF RIVERHEAD
Community Development Agency

Resolution 12

AUTHORIZES CHAIRMAN TO EXECUTE RUNWAY USE AGREEMENT WITH
UNITED AERIAL ADVERTISING

Member Councilman Cardinale offered the following resolution, which was seconded by Member Councilman Densieski:

WHEREAS, United Aerial Advertising has requested use of the Calverton Airport for the purpose of banner towing, landing, banner storage and takeoff activities from May 25, 2001 through September 4, 2001; and

WHEREAS the Town of Riverhead will receive \$7,000.00 for the three month period payable upon the execution of the Runway Use Agreement.

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Chairman to execute the license agreement with United Aerial Advertising upon receipt and approval by the Town Attorney of all applicable permits and approvals, including but not limited to the Federal Aviation Administration, the Suffolk County Health Department and New York State Department of Environmental Conservation, adequate insurance and Buyer's consent.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director, Andrea Lohneiss.

The Vote:

Member Densieski	<u>yes</u>
Member Cardinale	<u>yes</u>
Member Kent	<u>yes</u>
Member Lull	<u>yes</u>
Chairman Kozakiewicz	<u>yes</u>

RUNWAY USE AGREEMENT

This agreement, made and entered into this ____ day of __, 2000, between the Town of Riverhead Community Development Agency ("CDA") and United Aerial Advertising., a New Jersey corporation with offices Allaire Airport, Farmingdale, New Jersey 07727.

W I T N E S S E T H

WHEREAS, the CDA owns two runways and related facilities located at Enterprise Park in Calverton ("EPCAL"), New York, and

WHEREAS, United Aerial Advertising wishes to utilize the eastern runway in connection with the operations of its aerial advertising business, which use is a permitted use pursuant to the Town's Zoning Code (Planned Industrial Park District), and

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, and subject to the licensee's having obtained use of an on site building to use for the storage of banners, CDA does hereby demise and provide to United Aerial Advertising and United Aerial Advertising hereby take from CDA the right to utilize certain facilities, rights, services and privileges as follows:

1. Term: The term of this Agreement shall be for a period of three (3) months commencing May 25, 2001 and ending September 4, 2001, at which time this Agreement shall terminate, unless sooner terminated as provided for herein.

2. Premises: CDA hereby grants United Aerial Advertising the right to utilize the full length of the eastern runway, as shown on Exhibit annexed hereto, as is necessary to conduct its business for taxiing, take-offs, landings and banner storage. CDA further grants United Aerial Advertising the right to utilize the "tie down" area depicted in Exhibit B annexed hereto for the parking of aircraft. United Aerial Advertising agrees not to utilize the premises for any purposes, other than the purposes identified herein, unless otherwise authorized, in writing, by the CDA and subject to any other licenses or approvals, governmental or otherwise, that may be required.

3. Permitted Aircraft: United Aerial Advertising agrees that it shall utilize only the aircraft listed on Exhibit B hereto without prior express written permission from the CDA

4. License Fee: The License fee to the utilization of the runway and ~~taxiways and tie downs shall be Seven Thousand (\$7,000.00) Dollars,~~ payable upon the execution of this agreement.

5. Ingress and Egress: Subject to any applicable rules and regulations governing the use of the runway, CDA grants United Aerial Advertising the right the full free and unrestricted right of ingress and egress in common with others having such right.

6. Signs and Advertising: No signs shall be placed at the premises, other than on the building licensed to be used by United Aerial Advertising pursuant to the license agreement between United Aerial Advertising and the CDA, without first obtaining permission from the CDA and the necessary permits from the Town of Riverhead.

7. Condition of the Facilities: United Aerial Advertising has examined the subject runway and tie down area listed as Exhibit A hereto. United Aerial Advertising is fully familiar with the condition of the runway and its related facilities and agrees to accept the runway and its related facilities, including, but not limited to runway lighting and painting, in "as is" condition. United Aerial Advertising further agrees to maintain the runway and taxiway in a safe and usable condition, free of debris and other foreign objects.

8. Wildlife. United Aerial Advertising is fully aware of the existence of the large numbers of wildlife, including, but not limited to geese and deer, that freely traverse the runway, taxiways and adjacent areas on the subject property. United Aerial Advertising acknowledges that the existence of the wildlife poses a potential hazard to aircraft utilizing the runway. Notwithstanding the foregoing, United Aerial Advertising agrees that it is responsible for ensuring that any wildlife is cleared from runway, taxiways, and adjacent areas as is necessary to enable it to conduct its business as set forth herein. United Aerial Advertising further agrees that it shall indemnify and hold the Town harmless from any liability arising from the existence of wildlife on the runways as described herein.

9. United Aerial Advertising acknowledges the existence of a runway use agreement between the Town of Riverhead Community Development Agency and Skydive Long Island. United Aerial Advertising agrees to coordinate with Skydive Long Island in the use of the runway to prevent conflicts between the two runway users.

10. United Aerial Advertising hereby acknowledges that the airport is currently unattended and that the CDA does not carry out any of the maintenance or operational functions at the airport.

11. ~~United Aerial Advertising hereby releases, holds harmless and indemnifies the CDA and the Town of Riverhead from any liability arising in connection with the use of the runway, taxiways and related facilities, as set forth in this agreement.~~

12. Assignment. United Aerial Advertising may not assign, transfer or sub-lease the whole, or any part of this agreement, or the subject properties. Nor will United Aerial Advertising allow the use of its rights and privileges granted hereunder, by any entity, without the prior written permission of the CDA.

13. Successors and Assigns: All the covenants, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

14. Indemnity and Insurance: United Aerial Advertising shall protect, defend and hold the CDA and the Town of Riverhead completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage is caused by the sole negligence of the CDA or the Town of Riverhead in carrying out its obligations hereunder. The provision of this section shall survive the expiration or early termination of this Agreement.

15. United Aerial Advertising further agrees to carry public liability and automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the CDA and the Town of Riverhead, in which policy the CDA and the Town of Riverhead shall be named as additional insureds. United Aerial Advertising shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Authority.

IN WITNESS WHEREOF, the parties hereto do hereby execute this License as of the date and year first above written.

Town of Riverhead
Community Development Agency

United Aerial Advertising

By: _____

By: _____

Town of Riverhead Community Development Agency

~~Resolution # 13~~

Ad d

Authorizes Chairman to Execute License Agreement with Empire State Development Corporation for Use of a Portion of the Calverton Facility for One Year for the Provision of Small Business Assistance to the East End of Long Island

Member Densieski _____ offered the following resolution,

which was seconded by _____ Member Kent _____

WHEREAS, Empire State Development Corporation has requested a license agreement for 132 square feet in Guard House, as well as shared uses with the Town of Riverhead of the adjoining conference room for up to one year for the purposes of establishing a regional economic development office ; and

WHEREAS, the Town Board desires to encourage additional jobs and tax revenues for the benefit of eastern Long Island residents; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
2. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the licensee will receive use of the space at no consideration, but will be responsible for the cost of utilities and all start-up costs including, but not limited to office equipment, furniture, supplies, copy machine, phone(s) and fax machine, that are anticipated for the Licensee's use of the premises.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohnneiss and Empire State Development Corporation Regional Director Henry Mund.

The Vote:

Member Densieski	<u>YES</u>	
Member Cardinale	<u>NO</u>	
Member Kent	<u>NO</u>	
Member Lull	<u>YES</u>	The Resolution is ADOPTED.
Chairman Kozakiewicz	<u>YES</u>	

LICENSE

LICENSE ("License"), made as of the ____ day of May 2001, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **Empire State Development Corporation (ESDC)**, a corporation of the State of New York, having an address at 45 Executive Drive, Plainview, NY, 11803 Attention: Henry Mund, Regional Director ("Licensee").

WITNESSETH:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 132 square feet in Guard House as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), as well as shared use of the adjoining conference room, upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on May 15, 2001 (the "License Commencement Date") and shall end on May 15, 2002 (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.
3. **CONDITIONS OF LICENSE PREMISES**. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto,

have been made to it. Licensee acknowledges responsibility for the cost and all start-up costs including, but not limited to office equipment, furniture, supplies, copy machine, phone(s) and fax machine, that are anticipated for the Licensee's use of the premises. Said costs shall be borne by the Licensee. Subsequent to sale of the premises, Licensee shall be responsible for trash collection, cleaning and all utilities.

4. **LICENSE FEE.** There shall be no license fee.

5. **SECURITY DEPOSIT.** There shall be no security deposit.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the purpose of establishing a regional economic development office from May 15, 2001 through May 15, 2002, to prepare the premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the use and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private supervision shall be present at the Calverton Site to protect persons and property at the Calverton Site and (ii) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$250 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the event hereunder.

9. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

(c) ~~This indemnification on the part of the Licensee shall include the Town of Riverhead, the Town of Riverhead Community Development Agency, Grubb & Ellis and all and any of its agents.~~

10. **BROKERS**. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES**. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 45 Executive Drive, Plainview, NY, Attention: Henry Mund, Regional Director, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES**. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. **MISCELLANEOUS**. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term

~~"Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the~~
transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

**THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: _____
Name:
Title:

LICENSEE:

**EMPIRE STATE DEVELOPMENT
CORPORATION**

By: _____
Name:
Title:

EXHIBIT A

132 Square Feet

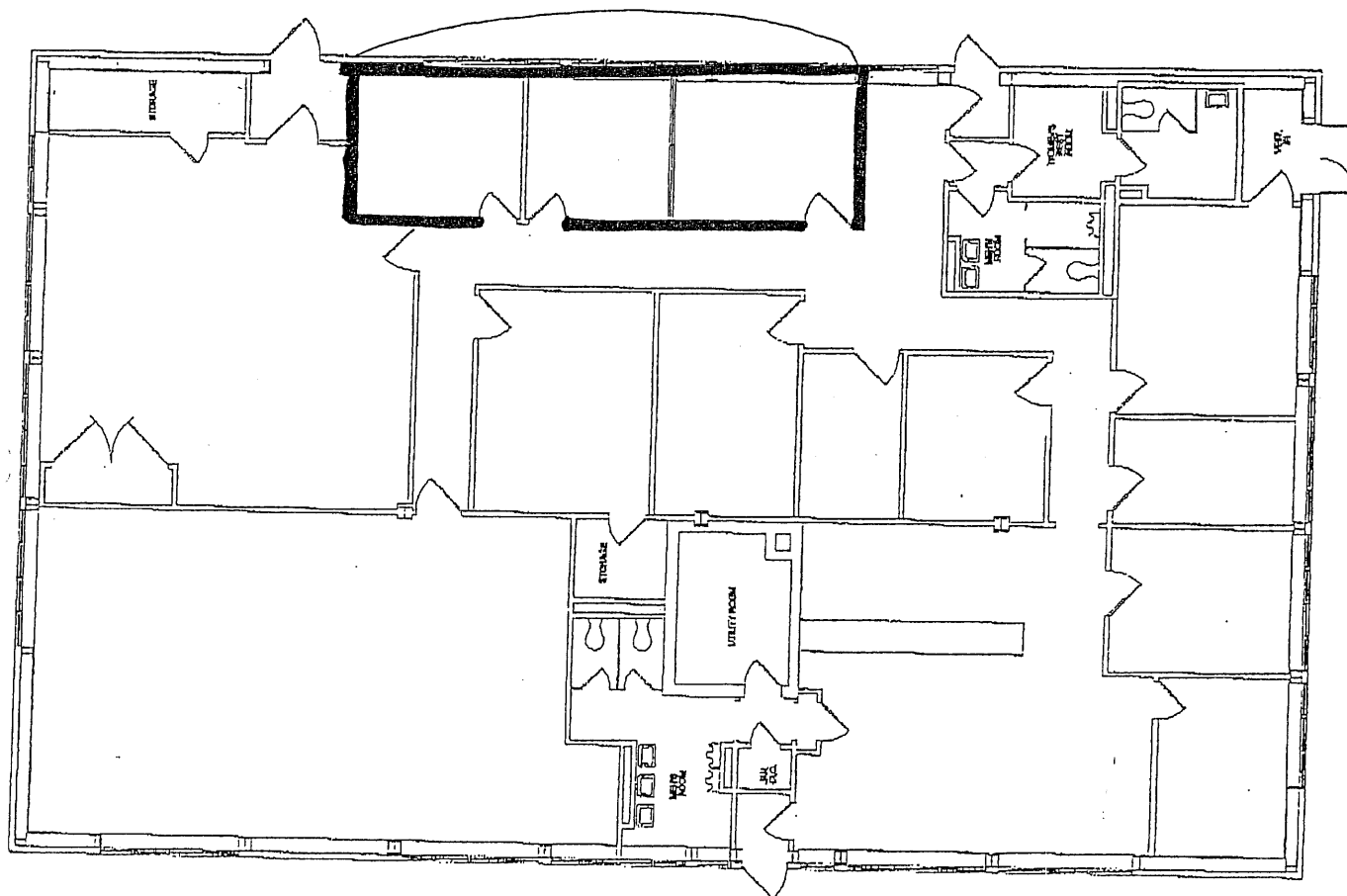


EXHIBIT B

Insurance Certificates:

Liability – minimum \$1 million per occurrence

Fire Damage legal - \$100,000 minimum

Auto liability – minimum \$1 million per occurrence

Building contents – as desired

Worker's compensation – as required by law

Note: The conditions of Paragraph 7 (d) regarding additional insureds, 30 day notification etc.. must be complied with and reflected in the Certificate of Insurance provided by the Licensee prior to execution of the License.

5/1/01

Adopted

TOWN OF RIVERHEAD

Resolution # 434**AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT
BETWEEN EAST END ARTS COUNCIL AND THE TOWN OF RIVERHEAD**

Councilman Lull offered the following resolution, which was
seconded by Councilman Cardinale.

WHEREAS, the Town Board executed a lease agreement with East End Arts Council dated May 31, 1997 which agreement lease Benjamin and Davis-Corwin houses to the East End Arts Council for a five year period ending December 31, 2001, and

WHEREAS, the East End Arts Council has an option to extend said lease agreement for an additional five years and both the East End Arts Council and the Town Board of the Town of Riverhead wish to continue the aforementioned lease agreement,

NOW, THEREFORE BE IT RESOLVED that:

The Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement as follows:

1. Extending the current lease agreement through December 31, 2007
2. Eliminating tenants options for extension of said lease as provided in the current lease.
3. Continuing in full force and effect all other forms and provisions contained in the current lease.

and be it further

RESOLVED that:

The Town Clerk is hereby directed to deliver a certified copy of this resolution to the Town Supervisor, Town Attorney and the East End Arts Council, 133 East Main Street, Riverhead, NY 11901.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 435**AUTHORIZES THE SUPERVISOR TO EXECUTE A PUBLIC SAFETY ANSWERING POINTS AGENCY AGREEMENT UNDER THE ENHANCED 911 PROGRAM FOR A GRANT FROM THE COUNTY OF SUFFOLK**COUNCILMAN KENT

offered the following resolution, was seconded by

COUNCILMAN LULL :

WHEREAS, The County of Suffolk operates a grant program known as Public Safety Answering Points (PSAP) under the Enhanced 911 Program to ensure the safety of Suffolk County residents; and

WHEREAS, The Enhanced 911 Program is carried out within the Town of Riverhead through the Riverhead Police Department to provide the greatest level of 911 protection to the residents of Riverhead; and

WHEREAS, the Town of Riverhead agrees to provide all documentation as required by PSAP Agency Agreement; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute an PSAP Agency Agreement with the County of Suffolk; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Police Department of the Town of Riverhead; Eric A. Kopp, Chief Deputy County Executive; the Office of the Supervisor and the Office of the Town Attorney.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

SMW TA2001

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 436**AUTHORIZES THE SUPERVISOR TO EXECUTE A CONTRACT WITH THE RIVERHEAD, NEW YORK CONGREGATION OF JEHOVAH'S WITNESSES FOR THE PURCHASE OF 60 SHADE TREE LANE, AQUEBOGUE, NEW YORK**Councilman Densieski offered the following resolution, was seconded byCouncilman Lull :

WHEREAS, the Riverhead Town Board desires to purchase real property located at 60 Shade Tree Lane, Aquebogue, New York, further described as Suffolk County Tax Map number 0600-85-3-28, for use as Senior Citizen's Center ; and

WHEREAS, the Office of the Town Attorney has reviewed the proposed Contract of Sale and has found that it satisfies Town requirements as to form and content; and

WHEREAS, the Town has determined the action should be considered a Type II Action pursuant to NYCRR Part 617.5 (c)(7), and

WHEREAS, pursuant to NYCRR Part 617.3 (f) and 617.6 (a)(1), agency responsibilities for SEQR end with this designation and no determination of significance is required.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the proposed Contract of Sale for the purchase of 60 Shade Tree Lane, Aquebogue, New York, Suffolk County Tax Map number 0600-85-3-28; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Gary F. Smith, Esq., Attorney for the Riverhead, New York Congregation of Jehovah's Witnesses with offices at 330 Vanderbilt Motor Parkway, Suite 300, Hauppauge, New York 11788; the Office of the Supervisor; the Office of the Town Attorney and Ken Testa, PE.

THE VOTE

Densieski	✓ Yes	— No	Cardinale	✓ Yes	— No
Kent	✓ Yes	— No	Lull	✓ Yes	— No
Kozakiewicz	✓ Yes	— No			

THE RESOLUTION WAS ~~X~~ WAS NOT
THEREUPON DULY ADOPTED

SMW TA2001

May 1st, 2001**Adopted**

TOWN OF RIVERHEAD

Resolution # 437

Dated May 1st, 2001

**ACCEPTS DRAFT ENVIRONMENTAL IMPACT STATEMENT SUPPORTING
SPECIAL PERMIT PETITION OF WILLIAM DRIES AND ANTHONY
SPECCHIO - RESTAURANT AT ROUTE 58, RIVERHEAD**

COUNCILMAN DENSIESKI

offered the following

resolution, which was seconded by **COUNCILMAN CARDINALE**

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from William Dries and Anthony Specchio to allow the construction of two (2) restaurants totaling 528 seats located at County Route 58, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map No. 0600-118-3-7; and

WHEREAS, by resolution number 389 of 1999, the Riverhead Town Board did determine the Action to be Type I with a potentially significant impact upon the natural and social environment and that an Environmental Impact Statement be prepared; and

WHEREAS, a scoping hearing was held on March 16th, 1999 in order to identify the issues to be analyzed in the Draft Environmental Impact Statement; and

WHEREAS, the Town Clerk is in receipt of a preliminary DEIS as prepared by the Cramer Consulting Group and dated September 20, 2000; and

WHEREAS, the Planning Department has reviewed the preliminary DEIS and has recommended that the document adequately addresses the topics described in the final scope of issues, satisfies the requirements of 6NYCRR Part 617 with respect to content, organization and comprehensibility and the like; and

WHEREAS, the Town Board has carefully considered the contents of the subject DEIS as well as the report of the Planning Director.

NOW, THEREFORE BE IT

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Luff	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

RESOLVED, that the Riverhead Town Board hereby accepts the preliminary DEIS in support of the special permit petition of William Dries, et. al. as prepared by Cramer Consulting Group and dated September, 2000 as satisfactory and complete with respect to scope content and adequacy; and

BE IT FURTHER,

RESOLVED, the Planning Department be directed to file those notices of completion as prescribed by 6 NYCRR Part 617.2, and

BE IT FURTHER,

RESOLVED, that the Town Clerk be authorized to publish and post the attached Notice of Public Hearing; and

BE IT FURTHER,

RESOLVED, that a certified copy of this resolution be transmitted to Linda U. Margolin, Esq., as attorney for the applicant.

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will beheld on the 30th day of May 2001 at 3:00 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to consider the Draft Environmental Impact Statement prepared in support of the special permit petition of William Dries, et. al. to allow for the construction of two (2) restaurants totaling 528 seats upon real property located at County Route 58, Riverhead, New York 11901; such real property more particularly described as Suffolk County Tax Map Number 0600-118-3-7. Copies of the aforementioned DEIS are available for inspection at the office of the Town Clerk, 200 Howell Avenue, Riverhead, New York 11901; the Town of Riverhead Planning Department and at the Riverhead Free Library.

**DATED: May 2nd, 2001
Riverhead, New York 11901**

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, TOWN CLERK

5/1/01

TOWN OF RIVERHEAD

AdoptedResolution # 438**ACCEPTS PERFORMANCE BOND OF SOUND HOUSING, LLC
(WILLOW PONDS ON THE SOUND CONDOMINIUM PHASE II)****COUNCILMAN CARDINALE**

offered the following resolution, was seconded by

COUNCILMAN DENSIESIO

WHEREAS, on April 20, 2001, the Riverhead Planning Board adopted a resolution approving the condominium map of Willow Ponds on the Sound, Condominium Phase II; and

WHEREAS, the aforementioned resolution requested that Sound Housing, LLC post a performance bond or other security in the amount of \$234,000 representing 5% of the total cost of the estimated improvements and also \$195,000 representing water key monies in connection with this project; and

WHEREAS, Sound Housing, LLC has posted Universal Bonding Insurance Company Performance Bond #UB-0260559 in the amount of \$429,000.00 (\$234,000.00 representing the 5% of the total cost of the estimated improvements and \$195,000.00 representing water key monies in connection with this condominium project); and

WHEREAS, the Town Attorney has reviewed said performance bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the Universal Bonding Insurance Company Performance Bond #UB-0260559 in the amount of \$429,000 (\$234,000.00 representing the 5% of the total cost of the estimated improvements and \$195,000.00 representing water key monies in connection with this condominium project); and be it further

RESOLVED, that the Town Clerk is hereby authorized to release the previously submitted Bonding Insurance Company Performance Bond #UB-0254651 in the amount of \$702,000.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Sound Housing, LLC, 200 West Main Street, Babylon, New York, 11702; the Building Department; the Planning Department; the Riverhead Planning Board; Richard A. Ehlers, Esq. and the Accounting Department.

c:\msword\bonds\acceptbond.res\tnatty

THE VOTE

Densiesio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

MAY 1, 2001

Adopted

TOWN OF RIVERHEAD

439

**AMENDS RESOLUTION #147 AUTHORIZING RATES FOR POLICE
ATHLETIC LEAGUE (P.A.L.) PROGRAMS REGISTRATION FEES FOR THE
YEAR 2001****COUNCILMAN KENT**

offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI**

WHEREAS, on Town Board Resolution #147 dated February 6, 2001, the fee for girl's softball was originally set incorrectly; and

WHEREAS, the Town of Riverhead is responsible for setting a fee schedule for P.A. L. Programs; and

WHEREAS, those fees are established below for the Year 2001:

Boys 13-15 year old Baseball	\$45.00 (resident)	\$55.00 (non-resident)
Boys 16-17 year old Baseball	\$50.00 (resident)	\$60.00 (non-resident)
Girls 13-15 year old Softball	\$45.00 (resident)	\$55.00 (non-resident)
Soccer Program	\$25.00 (resident)	\$35.00 (non-resident)
Football Program	\$75.00 (resident)	\$85.00 (non-resident)
Cheerleading Program	\$45.00 (resident)	\$55.00 (non-resident)

BE IT RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the J.A.B. Office and the Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

5/1/01

TOWN OF RIVERHEAD

AdoptedResolution # 440**APPROVES KEVIN REMPE PLUMBING & HEATING CORP. AS DRAINLAYER FOR
RIVERHEAD SEWER DISTRICT****COUNCILMAN CARDINALE**

offered the following resolution, was seconded by

COUNCILMAN LULL

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, Kevin Rempe Plumbing & Heating Corp. has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby approves Kevin Rempe Plumbing & Heating Corp. as an authorized drainlayer with the Town of Riverhead Sewer District subject to the submission of a letter of credit and a certificate of insurance no later than May 8, 2001; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kevin Rempe Plumbing & Heating Corp., P.O. Box 2575, Aquebogue, New York, 11931; Michael Reichel, Sewer District Superintendent and the Accounting Department.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

5/1/01

~~BOARD OF RIVERHEAD~~**Adopted**Resolution # 441**RESOLUTION AND CONSENT APPROVING THE DEDICATION OF
HIGHWAYS KNOWN AS ANNA COURT**

COUNCILMAN KENT offered the following resolution, was seconded
by COUNCILMAN LULL:

At a regular meeting of the
Town Board of the Town of
Riverhead, in the County of
Suffolk, State of New York,
held at 200 Howell Avenue,
Riverhead, New York on the
1st day of May, 2001.

P R E S E N T :

Hon. Robert F. Kozakiewicz, Supervisor
Edward Densieski, Councilman
James Lull, Councilman
Phil Cardinale, Councilman
Christopher Kent, Councilman

X

In the Matter of the Dedication of
Certain Highways in the Town of
Riverhead, County of Suffolk and
State of New York, Known as

**RESOLUTION
AND CONSENT****ANNA COURT**X

WHEREAS, a certain subdivision map was filed in the Office of the Clerk of the
County of Suffolk, known as "Map of Ashley Homes", Town of Wading River, County
of Suffolk, State of New York; and

WHEREAS, plans for the construction of various improvements to said road
known and designated as **ANNA COURT** was submitted to the Planning Board of the
Town of Riverhead; and

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT

WHEREAS, the Town Board of the Town of Riverhead did approve a ~~performance bond, its form, sufficiency, manner of execution and surety; and~~

WHEREAS, said roads, drainage systems, sumps and other improvements have been completed in accordance with the plans and specifications of the Town of Riverhead Planning Board; and

WHEREAS, the construction of the said roads, drainage systems, sumps and other improvements have met with the approval of the Superintendent of Highways of the Town of Riverhead; and

WHEREAS, a copy of the letter from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

WHEREAS, a special search street dedication from Fidelity National Title Insurance Company of New York under Title No. 01-3704-33734 SS-SUF, has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said roads, drainage systems, sumps and/or other improvements.

NOW THEREFORE BE IT RESOLVED, that in accordance with the provisions of Section 171 of the **Highway Law** of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out certain roads known as **ANNA COURT**, the said Town road to consist of the land described in the deeds of dedication dated the 1st day of May, 2001 and to extend same as delineated therein; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby directed to forthwith cause such deeds of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

RESOLVED, that the maintenance bond received has been reviewed and approved by the Town Attorney as to form and that the Town Clerk is hereby directed to release the performance bond upon adoption of this resolution by the Town Board; and be it further

RESOLVED, that this resolution shall take effect immediately; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ashley Builders Corp., Attn: Ashok Agrawal, P.O. Box 507, Port Jefferson Station, New York, 11776; the Riverhead Superintendent of Highways; the Riverhead Planning Board; the Planning Department; the Assessor's Office; the Tax Receiver's Office and the Town Attorney's Office.

Dated: Riverhead, New York
May 1, 2001

~~TOWN BOARD OF THE~~
TOWN OF RIVERHEAD

ROBERT F. KOZAKIEWICZ

EDWARD DENSIESKI

PHIL CARDINALE

CHRISTOPHER KENT

JAMES LULL

In the Matter of the Laying Out of Certain
Highways in the Town of Riverhead,
County of Suffolk and State of New York,
known as

ORDER LAYING OUT ROAD UPON CONSENT OF OWNER(S)


ANNA COURT

X

WHEREAS, application having been duly made for the laying out of certain Town highways in the Town of Riverhead, County of Suffolk, State of New York, known as **ANNA COURT** and a dedication and release from the owner(s) of and other persons interested in the lands through which the highways are proposed to be opened, having been given and the Town Board of the Town of Riverhead having given its consent.

NOW THEREFORE, I, the Superintendent of Highways of the Town of Riverhead, County of Suffolk, State of New York, do hereby determine and order that Town highways shall be and the same are hereby laid out in said Town as more particularly described on SCHEDULE "A" annexed hereto.

Dated: Riverhead, New York
April 10, 2001


MARK KWASNA, Superintendent
Town of Riverhead Highway Department

SCHEDULE "A"

DESCRIPTION OF PROPERTY

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Wading River, in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Sound Road distant 581.51 feet north of the corner formed by the intersection of the easterly side of Sound Road and the northerly side of Greenbriar Road;

RUNNING THENCE easterly along the arc of a curve bearing to the right and having radius of 25.00 feet and a distance of 39.27 feet;

THENCE easterly along the southerly side of the proposed ANNA COURT the following three courses:

(a) North 79 degrees 42 minutes East a distance of 20.00 feet;

(b) along the arc of a curve bearing to the right and having radius of 333.43 feet and a distance of 230.38 feet;

(c) South 60 degrees 42 minutes 45 seconds East and a distance of 117.43 feet; and

(d) along the arc of a curve bearing to the right and having a radius of 25.00 feet and a distance of 22.63 feet;

THENCE along the arc of a curve bearing to the left (cul-de-sac) having radius of 60.00 feet and a distance of 297.10;

THENCE westerly along the arc of a curve bearing to the right and having radius of 25.00 feet and a distance of 22.63 feet;

THENCE westerly along the northerly side of the proposed ANNA COURT the following three courses:

(a) North 60 degrees 42 minutes 45 seconds West a distance of 117.43 feet;

(b) along the arc of a curve bearing to the left and having radius of 388.43 feet and a distance of 268.38 feet;

(c) South 79 degrees 42 minutes West and a distance of 20.00 feet;

THENCE along the arc of a curve bearing to the right and having radius of 25.00 feet and a distance of 39.27 feet;

THENCE southerly along the easterly side of Sound Road South 10 degrees 18 minutes East a distance of 105.00 feet to the place of BEGINNING.

May 1, 2001

TOWN OF RIVERHEAD

826
Adopted

Resolution # 442

**RESOLUTION AND CONSENT APPROVING THE DEDICATION OF SUFFOLK
TAX MAP NUMBER 0600-60-2-9 FOR DRAINAGE PURPOSES AND p/o SUFFOLK
COUNTY TAX MAP NUMBER 0600-60-2-13 FOR ROAD CORNER WIDENING**

~~COUNCILMAN KENT~~ offered the following resolution, was seconded

by COUNCILMAN DENSIESKI :

At a regular meeting of the
Town Board of the Town of
Riverhead, in the County of
Suffolk, State of New York,
held at 200 Howell Avenue,
Riverhead, New York on the
1ST day of May, 2001.

P R E S E N T :

Hon. Robert F. Kozakiewicz, Supervisor
Edward Densieski, Councilman
James Lull, Councilman
Phil Cardinale, Councilman
Christopher Kent, Councilman

X

In the Matter of the Dedication of
Certain Highways in the Town of
Riverhead, County of Suffolk and
State of New York, Known as

**RESOLUTION
AND CONSENT**

**HIDDEN POND PATH, ROBERTS PATH,
MEGANS WAY, CASTLE COURT AND
RECHARGE BASINS (2)**

X

WHEREAS, a certain subdivision map was filed in the Office of the Clerk of the County of Suffolk, known as "Village Green at Baiting Hollow", Town of Riverhead, County of Suffolk, State of New York, filed on August 2, 1989 as File Map #11288 in the Office of the Clerk of Suffolk County, Riverhead, New York; and

WHEREAS, Village Green at Baiting Hollow, Inc. agreed to dedicate Suffolk County Tax Map Numbers 0600-60-2-9 and p/o 0600-60-2-13 to the Town of Riverhead for drainage and road improvement purposes; and

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT

WHEREAS, the above captioned unimproved parcels have not been dedicated to the Town of Riverhead and the Superintendent of Highways of the Town of Riverhead requires said parcels for drainage and road improvement purposes; and

WHEREAS, a copy of the letter from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

WHEREAS, a special dedication search from M & M Abstracting, Inc. has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said parcels.

NOW THEREFORE BE IT RESOLVED, that in accordance with the provisions of Section 171 of the **Highway Law** of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out certain parcels for drainage and road improvements and **RECHARGE BASINS (2)**, the said Town roads to consist of the land described in the deeds of dedication dated the 21st day of March, 2001 and to extend same as delineated therein; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby directed to forthwith cause such deeds of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

RESOLVED, that this resolution shall take effect immediately; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Larry Davis, Esq., 197 East Main Street, Patchogue, New York 11772; the Riverhead Superintendent of Highways; the Riverhead Planning Board; the Planning Department; the Assessor's Office; the Tax Receiver's Office and the Town Attorney's Office.

Dated: Riverhead, New York
May 1, 2001

**TOWN BOARD OF THE
TOWN OF RIVERHEAD**

ROBERT F. KOZAKIEWICZ

EDWARD DENSIESKI

PHIL CARDINALE

CHRISTOPHER KENT

JAMES LULL

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 443

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CERTIFICATE OF FINAL
COMPLETION FOR ADVANCED WASTEWATER TREATMENT FACILITY
UPGRADE VENTILATING AND AIR CONDITIONING CONSTRUCTION**

Adopted: May 1, 2001

COUNCILMAN CARDINALE offered the following resolution which
was seconded by COUNCILMAN KENT.

WHEREAS, on July 6, 1999, the Town of Riverhead adopted Resolution No. 617 entitled, "Awards Bid for Construction of Advanced Wastewater Treatment Facility Riverhead Sewer District"; and

WHEREAS, the Ventilating and Air Conditioning Construction (Contract SRF 5123-02V) was awarded to Inter-County Mechanical Corporation; and

WHEREAS, H2M Group, the consulting engineer for the Sewer District, has determined that the requirements of Contract SRF 5123-02V have been successfully completed and completion date will be January 17, 2001, that being the effective date of the Maintenance Bond; and

WHEREAS, the Maintenance Bond submitted by Inter County Mechanical Corporation has been reviewed and approved by counsel to the Sewer District.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the Certificate of Final Completion for Inter County Mechanical Corporation for the Ventilating and Air Conditioning Construction (Contract SRF 5123-02V); and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Inter County Mechanical Corporation, 1600 Ocean Avenue, Bohemia, NY 11716, Frank M. Russo, P.E., Senior Project Manager, H2M Group, Frank Isler, Michael Reichel, Kenneth Testa, P.E. and the Office of Accounting.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

May 1st, 2001**Adopted****TOWN OF RIVERHEAD**Resolution # 444**APPROVES TEMPORARY SIGN PERMIT OF CENTRAL SUFFOLK
HOSPITAL MOTHER'S DAY GARDEN FESTIVAL****COUNCILMAN LULL**

offered the following resolution, which was

seconded by **COUNCILMAN CARDINALE**

WHEREAS, a temporary sign permit application and sketch were submitted by Central Suffolk Hospital, for property located at 1300 Roanoke Avenue, Riverhead, New York 11901, and

WHEREAS, pursuant to Section 108-56 C(5) of the Town Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board, and

WHEREAS, the sketch has been approved by three (3) Town Board members, now

THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application submitted by Central Suffolk Hospital, dated April 16th, 2001, and

BE IT FURTHER

RESOLVED, that said temporary sign shall be erected for a period not to exceed one (1) month from the date hereof or the issuance of the permit for the permanent sign, whichever first occurs, and

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Joanne Dolinar, Community Relations & Development Office, Central Suffolk Hospital, 1300 Roanoke Avenue, Riverhead, New York 11901 and the Building Department and Planning Department.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

MAY 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 445**AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION 2001 ANNUAL CONFERENCE**COUNCILMAN LULL

offered the following resolution ,

which was seconded by COUNCILMAN KENT

BE IT, RESOLVED, that the Town Board hereby authorizes the attendance of the Financial Administrator at the Government Finance Officers' Association 95th Annual Conference to be held in Philadelphia, PA on June 1-6, 2001; and

BE IT FURTHER, RESOLVED, expenses for the conference, travel, room and board will be reimbursed upon proper submission of receipts; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

5/1/01

TOWN OF RIVERHEAD

AdoptedResolution # 446**AUTHORIZES THE SUPERVISOR TO EXECUTE RETAINER AGREEMENT WITH
THE LAW FIRM OF SINNREICH & SAFAR, LLP**COUNCILMAN LULL offered the following resolution, was seconded byCOUNCILMAN DENSIESKI :

WHEREAS, by resolution adopted by the Riverhead Town Board on December 15, 1998, the Law Firm of Sinnreich, Wasserman & Grubin, LLP was retained in connection with various legal proceedings; and

WHEREAS, by letter dated March 9, 2001, Mr. Sinnreich advised the Town Board that as of February 28, 2001, the Law Firm of Sinnreich, Wasserman & Grubin, LLP ceased operations and as of March 1, 2001, Mr. Sinnreich is a partner in the successor firm of Sinnreich & Safar, LLP.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to enter into and execute the retainer agreement dated March 9, 2001, with the Law Firm of Sinnreich & Safar, LLP; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Sinnreich & Safar, LLP, 2150 Joshua's Path, Suite 103, Hauppauge, New York, 11788-3066; Office of the Supervisor and the Office of the Town Attorney.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

May 1, 2001

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 447 /AUTHORIZES THE ATTENDANCE OF EMPLOYEES AT
INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION
CERTIFICATION SCHOOL

Adopted: May 1, 2001

COUNCILMAN LULL

offered the following resolution which was

seconded by COUNCILMAN KENT.

WHEREAS, is conducting the annual International Municipal Signal Association Certification School July 20, 2001 through July 27, 2001 in St. Paul, Minnesota; and

WHEREAS, certification is required to allow employees to make the necessary repairs, replacements and installations of traffic signals in the Town of Riverhead; and

WHEREAS, it is the recommendation of the Town Engineer that two employees be authorized to attend this school.

NOW, THEREFORE, BE IT RESOLVED, that two employees be and are hereby authorized to attend the International Municipal Signal Association Certification School; and

BE IT FURTHER RESOLVED, that all related expenses will be fully receipted and reimbursed upon their return; and

BE IT FURTHER RESOLVED, THAT THE Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Engineering Department and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Adepted

Town of Riverhead

Resolution # 448

AUTHORIZES ATTENDANCE OF THE CHIEF OF POLICE AT
N.Y.S.C.P.A. 2001 ANNUAL TRAINING CONFERENCE

COUNCILMAN LULL

offered the following resolution, was

seconded by COUNCILMAN KENT

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of himself at the New York State Chiefs of Police 2001 Annual Training Conference;

AND WHEREAS, the Training Conference will be held in Saratoga Springs, New York, on July 29th thorough August 2nd, 2001.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of the Chief of Police at the aforementioned training conference; and

BE IT FURTHER RESOLVED that the Town Board authorizes reimbursement of expenses upon submission of proper receipts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Grattan and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Adopted

May _____, 2001

Town of Riverhead

Resolution # 449

AUTHORIZES ATTENDANCE OF CAPTAIN OF POLICE AT
P.E.R.F. TRAINING CONFERENCE

COUNCILMAN KENT offered the following resolution, was
seconded by COUNCILMAN LULL

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of Captain Hegermiller at the P.E.R.F. Training Conference;

AND WHEREAS, the Training Conference will be held in Baltimore, Maryland, on July 19th through 20th, 2001.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of Captain Hegermiller at the aforementioned training conference; and

BE IT FURTHER RESOLVED that the Town Board authorizes reimbursement of expenses upon submission of proper receipts; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chief Grattan and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

May 1, 2001

Adopted**TOWN OF RIVERHEAD**RESOLUTION # 450**SEQR CLASSIFICATION OF ACTION ON SPECIAL PERMIT PETITION
OF ROBERT WENDT AND REFERS PETITION TO PLANNING BOARD**COUNCILMAN LULL

offered the following resolution, which was

seconded by COUNCILMAN KENT:

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition pursuant to Sections 108-3 and 108-45 B(5) of the Town Code from Robert Wendt for a 7,500 square foot steel building and 400 square foot office together with related site improvements for the purpose of processing, outdoor storage and sales of firewood as a non-nuisance industry on a 3.6 acre parcel zoned Industrial 'A' and known specifically as SCTM No. 0600-119-2-7.1, and

WHEREAS, a Full Environmental Assessment Form was, together with supporting documentation, submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed the Environmental Assessment Form and supporting documentation and recommends the petition be considered an Unlisted Action pursuant to 6NYCRR Part 617 for which coordinated review is optional and in this case unnecessary, and

WHEREAS, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues prior to the determination of significance, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board considers the special permit application of Robert Wendt to be Unlisted for purposes of compliance with SEQR, and

BE IT FURTHER

RESOLVED, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation, and

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department and the applicant.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

STAFF REPORT (SEQR)

DATE: April 20, 2001

INVOLVED AGENCY: Town Board

APPROVAL TYPE: Special Permit (site plan)

SEQR: Classification - Unlisted

Significance – Pending (neg. dec. recommended)

Name of Action: Robert Wendt

Project: Applicant proposes to construct a 7,500 square foot steel building and a 400 square foot office together with related site improvements on a 3.6 acre parcel zoned Industrial 'A' for the purpose of processing, outdoor storage and sales of firewood. Petition is made as a non-nuisance industry pursuant to Section 108-45 B(5) of the Town Code.

Location: Northside West Main Street (SR 25), approximately 650' east of Kroemer Avenue, Riverhead Hamlet

S.C.T.M.: 0600-119-2-7.1

Special Area Concerns: (Critical Environmental Area, Wetlands, Cultural-Archeological Resources) – No CEA involvement. State FWW area R-38 (Chapter 107 area 1403) to north across RR tracks. No overt cultural-archeological resources. Parcel lies within the Riverhead fire, scavenger waste and water districts and within the WSR recreational area of the Peconic River. Groundwater Management Zone III.

SEQR Classification/Lead Agency Status: - Unlisted per Part 617. Coordinated review optional and unnecessary. Town Board should assume lead agency role.

Site Visit: (Description) - None

STAFF REPORT (SEQR) - PAGE 2

Current Zoning: Industrial 'A'

File Correspondence: None pertinent to this review.

Plans Provided:

Site plan by Dana J. Hepler, dated 3/30/01 (S-01) and site plan (sanitary/storm drainage), by John Jacobsen, dated 3/30/01 and redated 4/5/01 (S-02). East-West and North-South sections by Hepler, dated 3/31/01 also provided. These documents would appear to meet the conceptual site plan standards of 108-3 A(2) under special permits. The proposed location of storage (and processing for that matter) of firewood is not called out but presumed to be on either side of the aggregate paving that extends to either side of the structures and parking. The notes section proclaims that the Planning Board will be notified 48 hours in advance of construction. Seemingly the Town Board would be the proper recipient of such notice or even more usefully, the Building Department.

STAFF REPORT (SEQR) - PAGE 3

Part I (EAF): Notes on applicant provided data – Full EAF by Robert Wendt, dated 4/4/01
The description of action and petition fail to call out the 400 square foot office shown on plans.

A. Site Description:

1. Site is presently vacant.
3. Sheet 44 of the Soils Map calls the site out as nearly all CuB with a small piece of CpC at the westerly extreme (outside constriction area). CuB poses severe developmental restrictions only on landscaping due to sandy surface layer.
5. I'd estimate at least 95% of the site is of 0-10% slope with the rest (embankments on northwest and southwest) about 30-40%. These areas appear to be outside disturbance limits.
8. Depth to groundwater is given on plans as 11' under site data but appears to be shown as 15.92' on the sanitary diagram. The test hole was taken at the proposed sanitary system location.
9. Site is over a sole source aquifer.
14. The West Main Street corridor has some local scenic importance to the Town in that it's considered the gateway to downtown.
15. Peconic River lies 545' to the south according to the plans.
16. DEC FWW R-38 (Chapter 107 area 1403) is north beyond the RR r/o/w. Wetlands jurisdiction extends about 46' onto the subject site.
17. Public Water only is available.

9. The wetland jurisdiction area is not a duly designated CEA nor is that of WSR. The nearest CEA is the Central Pine Barrens which is delineated by the Town line in the river bed. A location within or contiguous to a CEA no longer has the effect of elevating Unlisted actions to Type I status under the 1996 revision of the SEQR regulations.

B. Project Description:

1. a. b. c. The data presented in A2 suggest that the 1 acre of existing "forest" cover will remain.
1. f. 15 spaces to be developed and 10 landbanked. The 25 are said to be required per plan notes but its not clear if that's based on an industrial or retail use or both.
1. g. Its not clear how this maximum of 3 trips/hour figure was generated either. Industrial and retail uses are quite different in this respect. I would imagine however, that a facility of this size and sort would not generate a traffic volume of significance.
13. The sanitary flow is a subsurface waste discharge (disposal).
16. The office would almost have to generate some typical (paper) trash and would expect some waste stream to result from firewood "processing". Sawdust minimally.
20. The above processing is likely to involve sawing (cutting) and splitting of firewood which would be expected to be rather noisy. If conducted inside the building, the level could be reduced somewhat.
25. Special permit and site plan of Town Board. Zoning Board of Appeals involved for use of pervious parking. Health Department for water and sanitary approval and under Article VII and XII of the Sanitary Code. State DOT for curb cut onto Main Street and DEC under WSR and Article 24 (as clearing minimally is within 100' of the freshwater wetland north of the railroad).

C. Planning & Zoning:

3. The Industrial 'A' district provides for 40% building coverage.

STAFF REPORT (SEQR) - PAGE 4

6. Non-nuisance industries are specially permitted per 108-45 B(5) of the Code. Industrial uses however do not involve sales either retail or wholesale. Retail sales are limited to that allowed as part of a greenhouse [108-45 A(8)] and to motor vehicle, mobile home trailer or boat sales [108-45 A(11)]. Wholesale is specially permitted as a non-nuisance wholesale business but that use by definition prohibits outdoor storage.
7. Riverhead Raceway also nearby. Zones are Industrial 'A', Business 'A' and Business 'F'.
8. Processing noise could be incompatible with residences adjacent to east and southeast across Main Street. Glenwood Mobile Home Park is a bit less than 1,000' to the northeast.
11. Fire and police protection demand results.

STAFF REPORT (SEQR) - PAGE 5

Part II (EAF): Potentially large impacts

- I. Water: For potential storage of petroleum products over 1,100 gallons and effect on groundwater (public water supply).
- II. Aesthetic Resources: For project's contrast with surrounding uses, manmade and natural.
- III. Noise & Odors: For impact of industrial processing noise.
- IV. Public Health: For public health result of groundwater impact.
- V. Growth & Community Character: For potential conflict with adopted plans and possible precedent.

This office suspects that public interest and controversy is likely with respect to III and possibly V.

STAFF REPORT (SEQR) - PAGE 6

Part III (EAF): Impact Evaluation/Significance Determination

I. & IV. The proposed processing of firewood will in all likelihood involve powered cutting and splitting equipment and also trucks, skidders and other specialty vehicles to deliver and manipulate logs, and to stack, load and deliver cut firewood. There is no information in this regard but if the equipment envisioned is on site and stored there (as called out in petition), then the gas, oil, hydraulic and brake fluids they use may be as well, possibly in volume above the 1,100 gallon large and important threshold. Upset or chronic discharges of these substances poses a contamination threat to groundwater which resource is the public water supply. This is especially important in this a deep recharge zone.

In both the possibility of this issue and volume of material, this office makes a worst case presumption. SEQR demands that "maybe" situations be so considered and if doubt exists as to size, that a large and important impact be assumed. The applicant can surely shed light on this matter and in any event, the project will ultimately require the approval of Suffolk County Health not only for sanitary and water service, but under Articles VII and XII of the Sanitary Code respecting the use, storage and discharge of toxic or hazardous substances. This statute has the protection of public health and in particular of groundwater resources as its focus and the Department can call for whatever mitigative measures (limits on storage, volume, stipulations on method of storage, no discharge criteria, etc.) the materials on hand demand. This effort provides for the maximum practical protection along these lines.

II. There is no detail on the appearance of the structures or on the location or volume of firewood to be stored outdoors. The latter component is a considerable departure from the immediately surrounding land use patterns which are mostly either residential or natural. The West Main Street corridor is considered the main entry to the downtown from the west and the type and appearance of land uses proposed there can have an important role in the impression the Town makes on destination traffic sent from Tanger downtown or headed to the Aquarium. Improving the appearance of this corridor is a major function of the proposed Peconic Greenway.

This office feels that a sufficient treatment of this issue (if the use is to be allowed) can be realized by site planning mitigation measures. Provided the product is not stored at an excessive volume and height, the existing berm-like topography of the western portion of the site frontage with Main Street will likely hide it. Placement of a similar barrier, perhaps augmented by the on site trees to be relocated from the interior (per the plans) or the trees alone on the easterly frontage will probably do likewise. Care needs to be taken however to not restrict sight distances for site traffic up and down Main Street. In any case this is not a sufficiently important issue for treatment by an EIS.

III. The processing discussed above will feature considerable operational noise one would presume. Chain sawing and powered hydraulic splitters would be particularly offensive though all equipment would have some noise associated with it. In all likelihood, these operations would be conducted out of doors and residential uses are adjacent to the east and southeast across Main Street and dense residences are located about 1,000' to the northeast at Glenwood Mobile Home Park. The presence, level and duration of such noise is again rather speculative but this office believes it will be a topic of some importance to the effected homes if it is.

It seems to be possible to ascertain these characteristics by again demanding the specifics of operation from the petitioner. Type of equipment, its noise level expected from operation point to the property line can be compared to the limits imposed by the Town's noise ordinance. A sound deflecting berm and/or plantings can buffer these emissions as well. The Town also has some discretion along these

~~STAFF REPORT (SEQR) - PAGE 7~~

lines as emission of unacceptable noise levels is contrary to the very definition of a non-nuisance industry. Again, the use of an EIS seems superfluous to address this matter.

V. As discussed in Part I notes, the project appears to involve a use (retail sales) not generally considered to be connected with the Industrial type of approval sought and allowed in the subject zoning district in selective cases only. The outdoor storage described would seem to prevent the desire being classified as a non-nuisance wholesale business and the noise impact discussed above may run contrary to the definitions of non-nuisance industry or wholesale business due to that emission's effect on the environment where it locates (adjacent land uses). Such departures are conflicts with the adopted plans and goals of the zoning ordinance and could conflict with the upcoming master plan revision as well especially if some precedent results by their realization.

In spite of this, this office does not see the usefulness of triggering an EIS for discovery, mitigative and discretionary purposes but feels the Board may rely on the authority it has along these lines to suitably address the issue. The Town Board can, as a regular function of the special permit process and together with the recommendations of the Planning Board, consider the importance of this matter and take whatever steps felt to be appropriate without utilizing agency SEQR findings.

SIGNIFICANCE

The action is Unlisted without the presumption of significant impact. Its size and scope and identified impacts for the most part are supportive of that conclusion. Although some serious concerns emerged from this office's analysis, it is felt that they can be mitigated to the maximum extent practical or avoided by the existing authority of involved agencies. By employment of the Health Department's expertise under Articles VII and XII of the Sanitary Code and use of the discovery, mitigative and discretionary empowerments of the special permit and site plan ordinances, the impacts can be reduced to small to moderate levels or eliminated outright. In anticipation of that function a negative declaration of significance is recommended. Notice will be generated upon the Board's agreement and adoption of this position. It shall not require filing. A resolution for referral to the Planning Board is provided.

May 1st, 2001

TOWN OF RIVERHEAD

AdoptedResolution # 451**APPROVES SITE PLAN OF VERDERBER NURSERY - ADDITION****COUNCILMAN CARDINALE**

offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI**:

WHEREAS, a site plan and elevations were submitted by John VerDerBer, for a building addition of 1,024 square feet of structure to an existing nursery and garden center facility, located at New York State Route 25, Aquebogue New York 11931, known and designated as Suffolk County Tax Map Number 0600-85-3-67; and

WHEREAS, the Planning Department has reviewed the site plan dated March 13th, 2001, as prepared by Kathryn Fee, R.A., and elevations dated March 13th, 2001, as prepared by Kathryn Fee, R.A., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B (3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number of the Office of the Supervisor of the Town of Riverhead; and

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, That in the matter of the site plan application of John VerDerBer, the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be Type II pursuant to 6NYCRR Part 617; and

BE IT FURTHER

RESOLVED, that the site plan and elevations submitted by John VerDerBer, for a building addition of 1,024 square feet of structure to an existing nursery and garden

THE VOTEDensieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ NoKent ☒ Yes ☐ No Lull ☒ Yes ☐ NoKozakewicz ☒ Yes ☐ No**THE RESOLUTION WAS ☒ WAS NOT**

facility, located at New York State Route 25, Aquebogue New York 11931, New York, ~~site plan dated March 13th, 2001, as prepared by Kathryn Fee, R.A., and elevations dated March 13th, 2001, as prepared by Kathryn Fee, R.A., be and are hereby approved by the~~ Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, John VerDerBer hereby authorizes and consents to the Town of Riverhead to enter premises at Rte 25, Aquebogue New York 11901, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to John VerDerBer, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the ____ day of _____, 2001, made by John VerDerBer, residing at P.O. Box 2265. Aquebogue, New York 11931, Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled ,
"Trash, Rubbish and Refuse Disposal," ~~and Chapter 98, prohibiting the accumulation~~
of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to
their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in
the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the
Riverhead Town Code;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the
Code of the Town of Riverhead, shall be provided and that each handicap stall shall
be designated by an individual sign erected on a stanchion stating, "No Parking,
Handicap Only," and the universal symbol affixed thereto. Further, by execution and
filing of this document, John VerDerBer hereby authorizes and consents to the Town
of Riverhead to enter premises at Rte 25, Aquebogue New York 11901, New York,
to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an
orderly and professional manner and kept free of weeds and litter, and that any
planters, planter boxes, window boxes, or other container plantings shall likewise be
maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the
applicant, upon approval of a final site plan by this resolution and prior to the
issuance of a land clearing and/or building permit, shall post a performance bond or
other equivalent security. The performance bond or other security assures the
performance of all the conditions of the building permit in accordance with the site
plan approval. The Supervisor, upon approval from the Town Attorney as to form, is
hereby authorized to accept said performance bond or other security, which shall be
filed with the Town Clerk subsequent to approval of the site plan herein. The
building permit shall not be issued until the town Clerk certifies that the performance
bond or other security has been filed in the Office of the Town Clerk of the Town of
Riverhead. Said security shall be in full force and effect for the term of the building
permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department
of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest
"American Standards for Nursery Stock," as published by the American Association
of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

John VerDerBer

STATE OF NEW YORK)

: ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____, in the year _____ before me, the undersigned, _____ personally _____ appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

May 1st, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 452**APPROVES SITE PLAN OF CALVERTON LINKS GOLF COURSE – PARKING
AREA EXPANSION****COUNCILMAN DENSIESKI**

offered the following resolution,

which was seconded by **COUNCILMAN KENT**:

WHEREAS, a site plan and elevations were submitted by Calverton Links Ltd, to increase the paved parking area accessory to an existing golf course, located at Edwards Avenue, New York, known and designated as Suffolk County Tax Map Number 0600-116-2-7.4, 136-1-1 & 137-1-2.1; and

WHEREAS, the Planning Department has reviewed the site plan dated March 19th, 2001, as prepared by Thomas C. Wolpert, P.E., Young and Young, and elevations dated March 19th, 2001, as prepared by Thomas C. Wolpert, P.E., Young and Young, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number of the Office of the Supervisor of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, That in the matter of the site plan application of Calverton Links Ltd, the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be Unlisted Pursuant to 6NYCRR Part 617 and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinali	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

RESOLVED, that the site plan and elevations submitted by Calverton Links Ltd, ~~to increase the paved parking area accessory to an existing golf course, located at~~ Edwards Avenue, Calverton, New York, 11933, site plan dated March 19th, 2001, as prepared by Thomas C. Wolpert, P.E., Young and Young, and elevations dated March 19th, 2001, as prepared by Thomas C. Wolpert, P.E., Young and Young, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Calverton Links, Ltd., hereby authorizes and consents to the

Town of Riverhead to enter premises at Calverton Links, Ltd., Edwards Avenue, Calverton, New York 11933 to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Calverton Links Ltd, Mr. Bill Schulman, V.P., the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the ____ day of _____, 2001, made by Calverton Links, Ltd., Bill Schulman, V.P., residing at Edwards Avenue, Calverton, New York 11933, Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , ~~"Franchising and Refuse Disposal,"~~ and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Calverton Links, Ltd., hereby authorizes and consents to the Town of Riverhead to enter premises at Calverton Links, Ltd., Edwards Avenue, Calverton New York, 11933 to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

Calverton Links, Ltd.,

STATE OF NEW YORK)

: ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____, in the year _____ before me, the undersigned, _____ personally _____ appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

May 1st, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 453**APPROVES AMENDED SITE PLAN OF SOUND HOUSING LLC**~~COUNCILMAN LULL~~

offered the following resolution,

which was seconded by ~~COUNCILMAN KENT~~ :

WHEREAS, a site plan application was submitted by Sound Housing, LLC to amend a previously approved site plan in order to re-configure roadways, modify recreational facilities and locate a sewage treatment facility upon property located on Sound Avenue, Centerville, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-018.01-01; 0600-018.01-02 and 0600-018-02; and

WHEREAS, by resolution number 333 of 2001, this Town Board did amend the special permit of Sound Housing, LLC (Robert Entenmann et. al.) to allow the construction of the proposed improvements; and

WHEREAS, the Planning Department has reviewed the site plan dated April 27th, 2001, as prepared by Steven J. Hyman, P.E., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 12008 of the Office of the Supervisor of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Sound Housing LLC, the Riverhead Town Board hereby declares itself to be the Lead Agency and further

THE VOTE
 Denesleak ☒ Yes ☐ No Cardinal ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT

determines the Action to be Unlisted pursuant to 6NYCRR Part 617 and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

RESOLVED, that the site plan submitted by Sound Housing LLC., to amend a previously approved site plan in order to re-configure roadways, modify recreational facilities and locate a sewage treatment plant as prepared by Steven Hyman, P.E. and dated April 27, 2001, is hereby approved by the Town Board subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall

be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Sound Housing, LLC, hereby authorizes and consents to the Town of Riverhead to enter premises at Sound Avenue, Centerville, New York 11901, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____, 2000, made by Sound Housing, LLC, residing at 308 West Main Street, Smithtown, New York 11787, Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Sound Housing, LLC, hereby authorizes and consents to the Town of Riverhead to enter premises at Sound Avenue, Centerville, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

Sound Housing, LLC,

STATE OF NEW YORK)

: ss.:

COUNTY OF SUFFOLK)

On the ____ day of _____, in the year _____ before me, the undersigned, _____ personally _____ appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

May 1st, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 454**APPROVES SITE PLAN OF MESZAROS TEMPORARY GREENHOUSES**COUNCILMAN DENSIESKI offered the following resolution,which was seconded by COUNCILMAN CARDINALE:

WHEREAS, a site plan and construction drawing and elevations were submitted by Steven and Debbie Meszaros, for temporary green houses, located at Park Avenue Farms, 178 West Lane, Riverhead, New York, 11901 known and designated as Suffolk County Tax Map Number 0600-66-3-4; and

WHEREAS, the Planning Department has reviewed the site plan dated March 5th, 2001, as prepared by Young and Young, Land Surveyors and construction drawings dated August 10th, 1999, as prepared by Randy Vermeer, Westbrook Greenhouse Systems Limited, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a (n) Type II Action pursuant to 6 NYCRR Part 617; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 7310 of the Office of the Supervisor of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and elevations submitted by Steven and Debbie Meszaros, for temporary green houses, Park Avenue Farms, located at 178 West Lane Riverhead, NY 11901, New York, such site plan dated March 2001, by Young and Young, Land Surveyors, and construction drawings dated August 10th, 1999, as prepared by Randy Vermeer, Westbrook Greenhouse Systems Limited, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

THE VOTE
 Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Greenhouse Systems Limited, be and are hereby approved by the Town Board of the ~~Town of Riverhead~~, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the. enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Steven and Debbie Maszaros hereby authorizes and consents to the Town of Riverhead to enter premises Park Avenue Farms located at 178 West Lane, Riverhead, NY 11901, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an ~~orderly and professional manner and kept free of weeds and litter~~; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That within 6 months of the date of this resolution Steven And Debbie Meszaros shall submit to The Planning Department an as built survey as prepared by a licensed surveyor depicting all improvements upon the subject real property; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Steven and Debbie Meszaros, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____, 1998, made by Steven and Debbie Maszaros, residing at Park Avenue Farms, 178 West Lane, Riverhead, NY 11901, Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , ~~"Chapter 96, Rubbish and Refuse Disposal,"~~ and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Steven and Debbie Maszaros hereby authorizes and consents to the Town of Riverhead to enter premises at Park Avenue Farms, 178 West Lane, Riverhead, NY 11901, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all utilities shall be constructed underground;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

Steven and Debbie Maszaros

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____, 2001, before me personally came Steven and Debbie Maszaros, to me known and known to be the individual who executed the foregoing instrument; that (s)he is the owner of certain real property located at 178 West Lane, Riverhead NY 11901, New York, the subject property of this Declaration and Covenant, and understands the content thereof; and that (s)he did swear to me that (s)he executed the same.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On this _____ day of _____, 2001, before me personally came _____, to me known, and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the _____ day of _____, 2001, before me personally came _____ who, being sworn by me, did depose and say: that (s)he is the _____ of _____; that (s)he knows the seal of the corporation; that the seal affixed to this instrument is said seal; and that it was affixed by order of the Board of Directors of the Corporation.

NOTARY

PUBLIC

Adopted

May 1, 2001

TOWN OF RIVERHEAD
RESOLUTION # 455
AUTHORIZES TOWN CLERK TO POST AND PUBLISH AMENDED NOTICE
TO BIDDERS FOR THE
GRANGEBEL PARK BULKHEAD REPLACEMENT PROJECT

Adopted: May 1, 2001

COUNCILMAN DENSIESKI offered the following resolution which was
 seconded by COUNCILMAN LULL.

WHEREAS, the Town Board of the Town of Riverhead did adopted Resolution No. 400 entitled, "Authorizes the Town Clerk to Post and Publish a Notice to Bidders for the Grangebel Park Bulkhead Replacement Project"; and

WHEREAS, the adopted Notice to Bidders did not contain certain language pertaining to the project funding and the use of qualified minority and women owned businesses.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the amended Notice to Bidders in the May 10, 2001 issue of the official Town newspaper for the Grangebel Park Bulkhead Replacement Project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E., Andrea Lohneiss and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
 THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Grangebel Park Bulkhead Replacement Project, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am May 21, 2001 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about APRIL 27, 2001 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

The Town of Riverhead has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprises (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

This project is in part funded by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993.

A fee of \$50.00 will be required for each copy of the Contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Grangebel Park Bulkhead Replacement Project" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, NY 11901

Dated: April 17, 2001

May 1, 2001

Adopted**TOWN OF RIVERHEAD****RESOLUTION #** 456**AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH A NOTICE TO
BIDDERS FOR
CANOE ACCESS RAMP CONSTRUCTION****Adopted: May 1, 2001**

COUNCILMAN KENT offered the following resolution which was
seconded by **COUNCILMAN DENSIESKI**.

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders in the May 10, 2001 issue of the official Town newspaper for the Canoe Access Ramp Construction project, Riverhead, New York; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E. and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Canoe Access Ramp Construction, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, , Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am May 29, 2001 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about May 10, 2001 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

A non-refundable fee of \$50 will be required for each copy of the contract documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "Canoe Access Ramp Construction".

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, NY 11901

Dated: May 1, 2001

Adopted

5/1/01

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
SECURITY, FIRE AND TELEMENTRY CONTROL SYSTEMS
RIVERHEAD SEWER DISTRICT

RESOLUTION # 457Adopted 5/1/01**COUNCILMAN DENSIESKI**

resolution which was seconded by COUNCILMAN LULL offered the following

RESOLVED, the Town Clerk be and is authorized to publish in the May 10, 2001, edition of The News Review and post the attached Notice to Bidders with regard to receiving bids for the security, fire and telemetry control systems for the Riverhead Sewer District, and be it further

RESOLVED, that the Town Clerk shall forward a certified copy of this resolution to Frank Isler, Esq., H2M, and Michael Reichel.

THE VOTE

Densieski ☒ Yes ☐ No Cardinals ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Town Clerk shall accept sealed bids on behalf of the Riverhead Sewer District for security, fire and telemetry control systems. Said bids shall be opened and read aloud at 10:00 a.m. on the 31st day of May, 1998. Bid packages are available at the Riverhead Town Clerk's Office, 200 Howell Avenue, Riverhead, New York, during normal business hours.

BY ORDER OF THE RIVERHEAD
TOWN CLERK

Dated: May 1, 2001

TOWN OF RIVERHEADAWARDS BID FOR CHEMICALS

Adopted

RESOLUTION # 458

COUNCILMAN LULL offered the following resolution, which was
seconded by COUNCILMAN CARDINALE:

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for **CHEMICALS**; and

WHEREAS, bids were received, opened and read aloud on the 6th day of April, 2001, at 11:10 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for **CHEMICALS** be and is hereby awarded from April 18th, 2001 to April 18th, 2002, as follows:

Dry Hydrated Lime	Long Island Cauliflower Assoc.
Corrosion Control Chemicals	Calciquest, Inc.
Sodium Hypochlorite	H. Krevitt & Co.

and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Long Island Cauliflower Association, Calciquest, H. Krevitt & Co. and the Purchasing Department.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR JANITORIAL SUPPLIES

RESOLUTION # 459

COUNCILMAN KENT

was seconded by COUNCILMAN DENSIESKI offered the following resolution, which

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for JANITORIAL SUPPLIES;

WHEREAS, bids were received, opened, and read aloud on the 6th day of April, 2001 at 11:15 a.m. at Town Hall, 200 Howell Avenue Riverhead, New York 11901, the date, time, and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for JANITORIAL SUPPLIES, be and is hereby awarded as follows: (please see attached)

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Center Moriches Paper Co., Emerald Island Supply Co., United Supply Systems and the Purchasing Department.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Latt ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

JANITORIAL SUPPLIES BID/ORDER FORM

BID # 00-15, TBR # _____

Emerald Island Supply V#10656, Center Moriches Paper V#5602, UNITED SUPPLY V# _____

ITEM#	QUANTITY	DESCRIPTION	QTY.	C.M.P.	E.I.S.	UNITED
1	ROLL	ALUMINUM FOIL ROLL 18" X 1M .001			26.70	
2	250/CASE	ALUMINUM, PANS/LIDS EKCO-7139TP COMBO			N/B	
3	18QTS/CASE	AMMONIA, CLEAR		8.32	9.93	
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46		136.02		
5	100/CASE	BAGS,GARBAGE,DG403,33X39				11.50
6	2000/BUNDLE	BAGS,KRAFT GROCERY #6				28.50
7	500/CASE	BAGS, PLASTIC 10x8x24				15.00
8	6000/CASE	BAGS,WAXED SANDWICH				59.00
9	6GAL/CASE	BLEACH				6.70
10	EACH	BOTTLES, SQUIRT/SPPAY(32OZ)				1.30
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC			47.60	
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC			38.00	
13	EACH	BROOM,CORN,EBONY HAMBERG #7		8.50		
14	EACH	BROOM-NO HANDLE,MED. EMPIRE 60-7167 18"		8.68		
15	EACH	BRUSHES, TOILET BOWL		1.91		
16	250/CASE	CARDBOARD LUNCH BOXES		29.92		
17	12/CASE	CHOICE 12 HAND SOAP				27.50
18	24/CASE	CLEANER,COMET 21OZ POWDER		20.47		
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL		35.78		
20	1000/CASE	CONTAINERS,DART #4j6 4OZ SQUAT FOAM		13.71		
21	2400/CASE	CUPS,COLD 3 OZ.				
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM		11.58		
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM				13.75
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC		24.98		
25	12/CASE	DEODORANT W/WIRE 4OZ		6.98		
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB		43.95		
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE		31.67		31.00
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL		31.85		N/B
29	EACH	DISPENSER,GA/PAC S4 VUALL TOILET TISSUE		14.95		N/B
30	EACH	DISPENSER,LURON,US BORAX 321		7.67		N/B
31	12/CASE	DRACKETT PROLONG-CARPET CLEAN/SPOT REM20OZ			54.20	N/B
32	12/CASE	DUST MOP REFILL,WILEN 436-1 36X5			89.00	N/B
33	12/CASE	FANTASTIK 32OZ TRIGGER				32.50

Prices Effective April 19TH, 2000 through March 31, 2002

JANITORIAL SUPPLIES BID/ORDER FORM

BID # 00-15, TBR # _____

Emerald Island Supply V#10656, Center Moriches Paper V#5602, UNITED SUPPLY V# _____

877

				C.M.P.	E.I.S.	UNITED
4	1000/CASE	FORKS,HD PLASTIC				
5	DOZEN PAIRS	GLOVES,BOSS 4020 BROWN JERSEY			16.90	
6	DOZEN PAIRS	GLOVES,BOSS 4046 LEATHER PALM W/GAUNTLET				10.80 dz
7	DOZEN PAIRS	GLOVES,BOSS RED LINED			39.10	n/b
8	DOZEN PAIRS	GLOVES,EDMONT 37-155			23.05	n/b
9	12DZ/CASE	GLOVES,BALCO #2020L LARGE		87.60+	N/B	n/b
40	1000/CASE	GLOVES,POLY FOOD HANDLER DISPOS.MED.			N/B	6.50 dz
41	200/CASE	HANDI-WIPES (162/CASE)				5.50
42	150/CASE	HIMOLENE 386022ST 38X60 TRILAM SILVER HD		17.38		
43	1000/CASE	KNIVES,HD PLASTIC			21.20	
44	500/CASE	LIDS,EKO 1739			16.90	
45	1000/CASE	LIDS,THERMA-TRAY JHL6 PLASTIC(VENT)		27.52		n/b
46	1000/CASE	LIDS,THERMA-TRAY JHL8 PLASTIC			N/B	6.70
47	200/CASE	LINERS,DG373 3OX37 BIODEGRADABLE			N/B	8.10
48	100/CASE	LINERS,DG48 4OX46 BIODEGPADABLE			22.80	
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY			19.90	
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY				11.50
51	4GAL/CASE	LIQUID,EAST END POT & PAN			19.30	
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT			32.95	
53	EACH	MOP HANDLE 641, SCREW TYPE,WHITE MFG #94		43.57	N/B	
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ				6.50
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN		3.27		
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ				42.00
57	EACH	MOPS, CORNER YACHT				32.00
58	6000/CASE	NAPKINS,LUNCH,GA/PAC 13140 1 PLY 13X13		3.32		
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)		32.14		
60	CASE	PADS, BRILLO		24.74		
61	CASE	PADS, STEEL WOOL		27.89		
62	CASE	PADS,3M 20" BLACK STRIPPING		24.74		
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)		21.86		
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED		27.89		
65	5/CASE	PADS,NYLON BUFFING-17"3M		21.86		
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK		16.82		
67	1000/CASE	PLACEMATS,BROOKLYN LACE #601PM LINER		16.82		

JANITORIAL SUPPLIES BID/ORDER FORM

BID # 00-15, TBR # _____

Emerald Island Supply V#10656, Center Moriches Paper V#5602, UNITED SUPPLY V# _____

878

				C.M.P.	E.I.S.	UNITED
68	1000/CASE	PLATES,ABC-129-9"WHITE CLAY COATED SPIRAL				
69	500/CASE	PLATES,COMPARTMENT		12.97		
70	500/CASE	PLATES,NYMAN #9644 KD PLASTIC		24.89	N/B	
71	1000/CASE	PLATES,NYMAN 6644 6" HD PLASTIC			44.30	
72	12/CASE	POLISH,STAINLESS STEEL		44.19		
73	250/CASE	SANITARY NAPKINS,MAXITHINS			37.25	
74	4/CASE	SOAP,DILAC POWDER (GAL)		34.10		
75	15/CASE	SOAP,JOY DISH(QUART)				24.50
76	12LTRS/CASE	SOAP,LURON HAND & BODY LOTION-US BORAX		33.78		
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.			33.90	
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRTMT.			33.90	
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER			34.00	
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH			34.00	
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)		30.24		
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DRAIN/SEWER CLEANER(QT)		32.78		
83	55GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER			294.00	
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTLY			33.80	
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT.CLN.R.(QT)		30.83		
86	4GAL/CASE	INDUSTRIAL STRENGTH DMQ DAMP MOP NEUT.DISINF.CLEANER		32.13		
87	12QTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER		25.37		
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER			61.40	
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION		52.54		
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RINSE-FREE			61.40	
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL		52.54	64.20	
92	12/CASE	INDUSTRIAL STRENGTH FURN.POLISH 20OZ CITRO SHIELD AERO.		42.85		
93	12QTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER			32.00	
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS			29.40	
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER			21.90	
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER			22.10	
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(QT)				
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER			28.80	
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT			22.30	
100	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESRAY/SPOTTER(QT)		25.82		
101	12/CASE	INDUSTRIAL STRENGTH STEREPHENT AER.SPRAY DISINFECTANT			36.50	

Prices Effective April 19TH, 2000 through March 31, 2002

JANITORIAL SUPPLIES BID/ORDER FORM

BID # 00-15, TBR # _____

Emerald Island Supply V#10656, Center Moriches Paper V#5602, UNITED SUPPLY V#_____

				C.M.P.	E.I.S.	UNITED
102	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)				
103	12/CASE	INDUSTRIAL STRENGTH WAX STRIP.-200Z AERO.BASEBOARD			33.90	
104	1000/CASE	SPOONS,HD			16.90	
105	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)		19.60		
106	ROLL	TABLECLOTHS, RED (40 X 150)		16.50		
107	ROLL	TABLECLOTHS, WHITE (40 X 300)		10.55		
108	48/CASE	TISSUE,FACIAL,KLEENEX 140 #21600		52.27		
109	48/CASE	TISSUE,TOILET,GA/PAC 6520 DISPENSER		45.36		
110	96/CASE	TISSUE,TOILET,SAVOY GPC 6120/2PLY(500/ROLL)			40.65	
111	12/CASE	TOWELS,DISPENSER,GA/PAC 2839 WHITE		63.98		
112	30/CASE	TOWELS,GEORGIA PACIFIC HM920 HOUSEHOLD			N/B	
113	4000/CASE	TOWELS,PAPER,AMERICAN TISSUE #1849 9.5X9.5			40.65	
114	CASE	TOWELS,SCOTT #3400 PREM. JUMBO WT 85/ROLL			N/B	
115	1008/CASE	TOWELS,SCOTT-570 WYP-ALL 12XI5 WHITE			22.90	
116	CASE	TOWELS,SCOTT#SCT-5940 CLOTH (40/CASE)		110.52		
117	CASE	TOWELS,SCOTT #SCT-1051 PROTECT WT EXTEND			38.25	
118	EACH	TRASH CAN,CONTINENTAL #3244P DOLLY/BRUTE(BLK)			45.85	
119	EACH	TRASH CAN,CONTINENTAL #5500-55GAL BRUTE(GRAY)			N/B	N/B
120	24/CASE	URINAL SCREEN W/BLOCK,PLASTIC			N/B	29.50
121	250/CASE	UTENSIL,PLASTIC,WRAPPED,COMBO				16.50
122	12/CASE	WINDEX AEROSOL 200Z				31.50
123	4/CASE	WINDEX(GAL)			30.75	
124	ROLL	WRAP,BORDEN SEAL 181, X 2000'		12.29		
125	EACH	WRINGER,CONTINENTAL #SW4				49.00

Prices Effective April 19TH, 2000 through March 31, 2002

RESULTS

BID #00-6 TBR #00-

VENDOR UNITED # _____

ITEM#	QUANTITY	DESCRIPTION	QTY.	C.M.P.	E.I.S.	UNITED
1	ROLL	ALUMINUM FOIL ROLL 18" X 1M .001		46.44	26.70	31.00
2	250/CASE	ALUMINUM, PANS/LIDS EKCO-7139TP COMBO		38.67	N/B	35.75
3	18QTS/CASE	AMMONIA, CLEAR		8.32	9.93	7.40
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46		136.02	137.60	29.00
5	100/CASE	BAGS,GARBAGE,DG403,33X39		16.44	18.93	11.50
6	000/BUNDL	BAGS,KRAFT GROCERY #6		32.98	32.85	28.50
7	500/CASE	BAGS, PLASTIC 10x8x24		30.20	39.05	15.00
8	6000/CASE	BAGS,WAXED SANDWICH		79.59	77.85	59.00
9	6GAL/CASE	BLEACH		6.77	8.80	6.70
10	EACH	BOTTLES, SQUIRT/SPPAY(32OZ)		2.90	1.90	1.30
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC		53.49	47.60	22.50
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC		47.06	38.00	22.50
13	EACH	BROOM,CORN,EBONY HAMBERG #7		8.50	9.10	3.75
14	EACH	BROOM-NO HANDLE,MED. EMPIRE 60-7167 18"		8.68	8.90	7.50
15	EACH	BRUSHES, TOILET BOWL		1.91	2.60	2.75
16	250/CASE	CARDBOARD LUNCH BOXES		29.92	43.70	85.00
17	12/CASE	CHOICE 12 HAND SOAP		29.20	N/B	27.50
18	24/CASE	CLEANER,COMET 21OZ POWDER		20.47	27.85	28.50
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL		35.78	48.65	24.50
20	1000/CASE	CONTAINERS,DART #4j6 4OZ SQUAT FOAM		13.71	16.80	14.50
21	2400/CASE	CUPS,COLD 3 OZ.		43.29	34.60	31.00
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM		11.58	13.90	13.50
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM		13.80	16.70	13.75
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC		24.98	28.95	25.50
25	12/CASE	DEODORANT W/WIRE 4OZ		6.98	N/B	7.50
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB		43.95	N/B	N/B
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE		31.67	27.40	31.00
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL		31.85	N/B	N/B
29	EACH	DISPENSER,GA/PAC S4 VUALL TOILET TISSUE		14.95	N/B	N/B
30	EACH	DISPENSER,LURON,US BORAX 321		7.67	N/B	N/B
31	12/CASE	DRACKETT PROLONG-CARPET CLEAN/SPOT REM20OZ			54.20	N/B
32	12/CASE	DUST MOP REFILL,WILEN 436-1 36X5		105.50	89.00	n/b
33	12/CASE	FANTASTIK 32OZ TRIGGER		38.93	44.80	32.50

JANITORIAL SUPPLIES BID

RESULTS

BID #00-6 TBR #00-

VENDOR CMP #5602

VENDOR EIS #10656

VENDOR UNITED # _____

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ITEM#	QUANTITY	DESCRIPTION	QTY.	C.M.P.	E.I.S.	UNITED
34	1000/CASE	FORKS,HD PLASTIC		17.60	16.90	6.90
35	DOZEN PAIRS	GLOVES,BOSS 4020 BROWN JERSEY		11.42	11.60	10.80 dz
36	DOZEN PAIRS	GLOVES,BOSS 4046 LEATHER PALM W/GAUNTLET		44.98	39.10	n/b
37	DOZEN PAIRS	GLOVES,BOSS RED LINED		24.35	23.05	n/b
38	DOZEN PAIRS	GLOVES,EDMONT 37-155		87.60+	N/B	n/b
39	12DZ/CASE	GLOVES,BALCO #2020L LARGE		10.80	N/B	6.50 dz
40	1000/CASE	GLOVES,POLY FOOD HANDLER DISPOS.MED.		8.77	76.25	5.50
41	200/CASE	HANDI-WIPES (162/CASE)		17.38	44.00	27.50
42	150/CASE	HIMOLENE 386022ST 38X60 TRILAM SILVER HD		23.02+	21.20	21.50
43	1000/CASE	KNIVES,HD PLASTIC		17.60	16.90	6.90
44	500/CASE	LIDS,EKO 1739		27.52	28.20	n/b
45	1000/CASE	LIDS,THERMA-TRAY JHL6 PLASTIC(VENT)		7.96	N/B	6.70
46	1000/CASE	LIDS,THERMA-TRAY JHL8 PLASTIC		8.21	N/B	8.10
47	200/CASE	LINERS,DG373 3OX37 BIODEGRADABLE		16.44/100	22.80	29.00
48	100/CASE	LINERS,DG48 4OX46 BIODEGPADABLE		47.89/200	19.90	39.00
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY		13.24	19.10	11.50
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY		21.95	19.30	21.50
51	4GAL/CASE	LIQUID,EAST END POT & PAN		34.86	32.95	39.50
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT		43.57	N/B	75.00
53	EACH	MOP HANDLE 641, SCREW TYPE,WHITE MFG #94		8.93	9.95	6.50
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ		3.27	4.80	26.00
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN		57.72	52.00	42.00
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ		52.44	53.00	32.00
57	EACH	MOPS, CORNER YACHT		3.32	3.85	3.75
58	6000/CASE	NAPKINS,LUNCH,GA/PAC 13140 1 PLY 13X13		32.14	44.80	n/b
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)			N/B	n/b
60	CASE	PADS, BRILLO		27.89	39.80	29.50
61	CASE	PADS, STEEL WOOL		24.74	N/B	n/b
62	CASE	PADS,3M 20" BLACK STRIPPING		21.86	22.75	3.50
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)		27.89	38.25	95.00
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED		21.86	22.75	13.50
65	5/CASE	PADS,NYLON BUFFING-17"3M		16.82	18.85	11.50
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK		16.82	18.85	11.50

JANITORIAL SUPPLIES BID

RESULTS

BID #00-6 TBR #00-

VENDOR CMP #5602

VENDOR EIS #10656

VENDOR UNITED #

882

ITEM#	QUANTITY	DESCRIPTION	QTY.	C.M.P.	E.I.S.	
67	1000/CASE	PLACEMATS,BROOKLYN LACE #601PM LINER		12.97	29.90	N/B
68	1000/CASE	PLATES,ABC-129-9"WHITE CLAY COATED SPIRAL		24.89	N/B	26.90
69	500/CASE	PLATES,COMPARTMENT		61.95	44.30	22.50
70	500/CASE	PLATES,NYMAN #9644 KD PLASTIC		44.19	46.80	22.50
71	1000/CASE	PLATES,NYMAN 6644 6" HD PLASTIC		46.98	37.25	22.00
72	12/CASE	POLISH,STAINLESS STEEL		34.10	34.80	24.00
73	250/CASE	SANITARY NAPKINS,MAXITHINS		32.72	36.90	24.50
74	4/CASE	SOAP,DILAC POWDER (GAL)		103.67	N/B	N/B
75	15/CASE	SOAP,JOY DISH(QUART)		30.56	36.85	35.70
76	2LTRS/CASE	SOAP,LURON HAND & BODY LOTION-US BORAX		33.78/8 cs	N/B	N/B
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.		38.05	33.90	25.50
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRTMT.		44.68	33.90	34.90
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER		35.12	34.00	22.50
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH		37.65	34.00	34.50
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)		30.24	31.00	16.00
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DFAIN/SEWER CLEANER(QT)		32.78	47.80	39.00
83	5GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER		298.98	294.00	300.00
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTLY		34.47	33.80	21.00
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT.CLN.R.(QT)		30.83	34.00	31.50
86	4GAL/CASE	INDUSTRIAL STRENGTH DMQ DAMP MOP NEUT.DISINF.CLEANER		32.13	32.70	28.50
87	12QTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER		25.37	28.80	14.50
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER		63.77	61.40	39.00
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION		52.54	64.20	35.00
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RINSE-FREE		42.85	59.30	26.50
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL		37.65	32.00	N/B
92	12/CASE	INDUSTRIAL STRENGTH FURN.POLISH 20OZ CITRO SHIELD AERO.		37.65	29.40	21.+14.5
93	12QTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER		23.22	21.90	13.50
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS		23.96	22.10	19.50
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER		32.96	29.80	N/B
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER		30.89	28.80	16.50
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(QT)		22.44	22.30	14.50
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER		31.40	28.70	32.00
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT		67.12	56.80	N/B

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ITEM#	QUANTITY	DESCRIPTION	QTY.	C.M.P.	E.I.S.	UNITED
100	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESpray/SPOTTER(QT)		25.82	32.80	N/B
101	12/CASE	INDUSTRIAL STRENGTH STEREPHENE AER.SPRAY DISINFECTANT		42.34	36.50	26.90
102	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)		30.82	47.10	32.00
103	12/CASE	INDUSTRIAL STRENGTH WAX STRIP.-200Z AERO.BASEBOARD		38.05	33.90	25.85
104	1000/CASE	SPOONS,HD		17.60	16.90	6.90
105	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)		19.60	22.40	29.50
106	ROLL	TABLECLOTHS, RED (40 X 150)		16.50	19.25	29.50
107	ROLL	TABLECLOTHS, WHITE (40 X 300)		10.55	19.25	11.50
108	48/CASE	TISSUE,FACIAL,KLEENEX 140 #21600		52.27	54.05	11.90
109	48/CASE	TISSUE,TOILET,GA/PAC 6520 DISPENSER #2520 36/CS.		45.36	N/B	N/B
110	96/CASE	TISSUE,TOILET,SAVOY GPC 6120/2PLY(500/ROLL)		43.98	40.65	29.50
111	12/CASE	TOWELS,DISPENSER,GA/PAC 2839 WHITE		63.98	N/B	N/B
112	30/CASE	TOWELS,GEORGIA PACIFIC HM920 HOUSEHOLD		24.10	22.90	16.90
113	4000/CASE	TOWELS,PAPER,AMERICAN TISSUE #1849 9.5X9.5		20.78	19.20	18.50
114	CASE	TOWELS,SCOTT #3400 PREM. JUMBO WT 85/ROLL		42.55	38.25	45.90
115	1008/CASE	TOWELS,SCOTT-570 WYP-ALL 12XI5 WHITE		51.27	45.85	63.50
116	CASE	TOWELS,SCOTT#SCT-5940 CLOTH (40/CASE)		110.52	N/B	N/B
117	CASE	TOWELS,SCOTT #SCT-1051 PROTECT WT EXTEND		44.59	N/B	29.50
118	EACH	TRASH CAN,CONTINENTAL #3244P DOLLY/BRUTE(BLK)		26.20	24.80	21.00
119	EACH	TRASH CAN,CONTINENTAL #5500-55GAL BRUTE(GRAY)		40.72	46.60	39.00
120	24/CASE	URINAL SCREEN W/BLOCK,PLASTIC		13.62/DZ.	29.10	11.50
121	250/CASE	UTENSIL,PLASTIC,WRAPPED,COMBO		17.92	19.95	16.50
122	12/CASE	WINDEX AEROSOL 200Z		32.88	32.80	31.50
123	4/CASE	WINDEX(GAL)		33.64	30.75	32.50
124	ROLL	WRAP,BORDEN SEAL 181, X 2000'		12.29	23.80	12.90
125	EACH	WRINGER,CONTINENTAL #SW4		59.58	N/B	49.00

May 1st, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 460

Dated May 1st, 2001

**AUTHORIZES NOTICE OF PUBLIC HEARING – CHANGE OF ZONE
PETITION OF HIDDEN MEADOWS AT CALVERTON (JAMES ESPOSITO)****COUNCILMAN DENSIESKI**

offered the following resolution,

which was seconded by **COUNCILMAN LULL**

WHEREAS, the Riverhead Town Board is in receipt of a petition from James Esposito to amend the zoning use district map of the Town of Riverhead to provide for the Residence B Zoning Use District to the exclusion of the prevalent Industrial A Zoning Use District upon real property located at South Path, Calverton, New York 11933; such real property more particularly described as Suffolk County Tax Map Number 0600-097-01-001; and

WHEREAS, by resolution number 186 of 2001, the Riverhead Town Board declared itself to be the Lead Agency on the petition and further determined the Action to be Unlisted pursuant to 6NYCRR Part 617; and

WHEREAS, the Town Board has referred the petition to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending the approval of the zoning amendment with conditions; and

WHEREAS, the Town Board desires to hold a public hearing on this matter at this time.

NOW, THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the following Notice of Public Hearing.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will beheld on the 5th day of June 2001 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to consider the change of zone petition of James Esposito to amend the zoning use district map of the Town of Riverhead to provide for the Residence B Zoning Use District to the exclusion of the prevalent Industrial A Zoning Use District upon real property located at South Path, Calverton, New York 11933; such real property more particularly described as Suffolk County Tax Map Number 0600-097-01-001.

DATED: **May 2nd, 2001**
 Riverhead, New York 11901

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, TOWN CLERK

TOWN OF RIVERHEADGENERAL FUND

Adopted

BUDGET ADJUSTMENTRESOLUTION # 461

COUNCILMAN LULL

offered the following resolution ,

COUNCILMAN CARDINALE

which was seconded by _____

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

001.016200.542500 TOWN HALL OPERATIONS, SUPPLIES FROM: \$400.

TO:

001.016200.524000 TOWN HALL OPERATIONS, EQUIPMENT \$400.

001.031200.542302 POLICE, TEAR GAS SUPPLIES FROM: \$45.

TO:

001.031200.542301 POLICE, BREATHALYZER MAINTENACE \$45.

001.035100.541150 CONTROL OF DOGS, BUILDING REPAIRS FROM: \$300.
001.035100.542504 CONTROL OF DOGS, CLEANING SUPPLIES 505.

TO:

001.035100.524000 CONTROL OF DOGS, EQUIPMENT \$ 5.
001.035100.546100 CONTROL OF DOGS, TELEPHONE EXPENSE 800.

001.050100.541150 TRANS. ADMIN., BUILDING MAINTENANCE FROM: \$750.

TO:

001.050100.546400 TRANS. ADMIN., WATER EXPENSE \$750.

THE VOTE
Densleski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

MAY 1, 2001

GENERAL FUND
BUDGET ADJUSTMENT CONTINUED:

001.071800.542112 BEACH SUPPLIES

FROM:
\$1,000.

001.071800.524000 BEACH EQUIPMENT

TO:
\$1,000.

001.000000.390599 APPROPRIATED FUND BALANCE

FROM:
\$25,000

001.080200.543950 PLANNING DEPT., PLANNING CONSULTANTS

TO:
\$25,000

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Adopted

STREET LIGHTING DISTRICT
BUDGET ADJUSTMENTRESOLUTION # 462COUNCILMAN DENSIESKI

offered the following resolution ,

which was seconded by

COUNCILMAN LULL

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

116.000000.390599 APPROPRIATED FUND BALANCE

FROM:
\$5,000.

116.051820.54000 EQUIPMENT

TO:
\$5,000.THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Adopted

Resolution # 463PECONIC BAY BLVD CULVERT REPLACEMENTCAPITAL PROJECTBUDGET ADJUSTMENT

COUNCILMAN CARDINALE

_____ offered the following resolution ,
 which was seconded by _____ COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

406.051100.487451.45030
 406.051100.547900.45030

TRANSFER FROM C.H.I.P.S.
 CONTINGENCY ACCOUNT

FROM:
 \$5,000.
 13,000.

406.051100.543502.45030 ENGINEERING EXPENSE

TO:
 18,000.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Resolution # 464**Adopted**TOWN HALL RECONSTRUCTION & IMPROVEMENTSCAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN KENT

offered the following resolution ,

COUNCILMAN LULL

which was seconded by _____

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.095731.494200.40091 SERIAL BONDS PROCEEDS

FROM:
\$35,000.

406.016200.523032.40091 FLOOR REPLACEMENT

TO:
\$35,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Adopted

ANIMAL SHELTER DONATION FUNDBUDGET ADJUSTMENTRESOLUTION # 465COUNCILMAN LULL

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

028.000000.390599 APPROPRIATED FUND BALANCE

FROM:

\$3,000.

028.035100.523011 ANIMAL SHELTER CAPITAL IMPROVMENT

TO:

\$3,000.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Resolution # 466**Adopted**2000-2001 GIRLS INTERACT PROGRAMCAPITAL PROJECTBUDGET ADJUSTMENT

COUNCILMAN LULL

offered the following resolution ,

[COUNCILMAN KENT

which was seconded by _____

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

406.070200.511500.40074	PERSONAL SERVICES	FROM:	\$13,525.
406.070200.524000.40074	EQUIPMENT		2,215.
406.070200.542100.40074	OFFICE SUPPLIES		375.
406.070200.549000.40074	MISCELLANEOUS		14,742.

406.070200.543405.40074	TRAVEL EXPENSE	TO:	\$10,535.
406.070200.543400.40074	EDUCATION		2,550.
406.070200.481000.40074	GENERAL TOWN TRANSFER		17,682.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Resolution # 467

AUG 1 2001

COMMUNITY DEVELOPMENT AGENCY - CALVERTONBUDGET ADJUSTMENT

COUNCILMAN CARDINALE offered the following resolution,
which was seconded by COUNCILMAN LULL

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

914.069800.541499	MISCELLANEOUS	FROM: \$10,000.
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914.069800.542510	PLUMBING & PUMP REPAIRS	TO: \$4,000.
914.069800.542100	OFFICE SUPPLIES	500.
914.069800.541431	HEATING SYSTEM MAINTENANCE	2,500.
914.069800.541430	ELECTRICAL REPAIRS & MAINTENANCE	3,000.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Adopted

Resolution # 468**RECREATION PROGRAM FUND****BUDGET ADJUSTMENT****COUNCILMAN DENSIESKI**

offered the following resolution ,

which was seconded by **COUNCILMAN LULL**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

FROM:

006.076202.543900	EXERCISE CONSULTANTS	\$1,000.
006.076204.542000	INSTRUCTIONAL SUPPLIES	1,000.

TO:

006.076202.542000	EXERCISE SUPPLIES	\$1,000.
006.076260.542000	NON-LEAGUE SPORTS SUPPLIES	1,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

~~TOWN OF RIVERHEAD~~Resolution # 469**Adopted**V. WELL JR. #1 LAND PRESERVATIONSCTM# 600-7-1-4CAPITAL PROJECTBUDGET ADOPTION

COUNCILMAN DENSIESKI offered the following resolution ,
 which was seconded by COUNCILMAN LULL

BE IT RESOLVED, that the Supervisor be and is hereby authorized to
 establish the following budget:

406.019400.489150.42011 TRANSFER FROM COMMUNITY
 PRESERVATION FUND

FROM:
 \$8,000.

406.019400.521000.42011 LAND CAPITAL OUTLAY
 406.019400.543000.42011 PROFESSIONAL SERVICES

TO:
 \$6,000.
 2,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Adopted

Resolution # 470

V. WELL JR. # II LAND PRESERVATIONSCTM# 600-20-3-3, 600-7-4-1, 600-7-4-2SCTM# 600-7-4-3, 600-20-3-7.1CAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN KENT

offered the following resolution ,

which was seconded by

COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.019400.489150.42012 TRANSFER FROM COMMUNITY
PRESERVATION FUND

FROM:

\$41,000.

406.019400.521000.42012 LAND CAPITAL OUTLAY
406.019400.543000.42012 PROFESSIONAL SERVICES

TO:

\$37,000.
4,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Resolution # 471**Adopted**CRAIG WELLS LAND PRESERVATIONSCTM# 600-20-2-5CAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN LULL

_____ offered the following resolution ,
 which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to
 establish the following budget:

406.019400.489150.42010 TRANSFER FROM COMMUNITY
 PRESERVATION FUND

FROM:
 \$16,000.

406.019400.521000.42010 LAND CAPITAL OUTLAY
 406.019400.543000.42010 PROFESSIONAL SERVICES

TO:
 \$13,000.
 3,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 472TYCO ELECTRONICS LAND PRESERVATIONSCTM #600-2-2.2CAPITAL PROJECTBUDGET ADOPTION

COUNCILMAN DENSIESKI offered the following resolution ,
 which was seconded by COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to
 establish the following budget:

406.019400.489150.42008 TRANSFER FROM COMMUNITY
 PRESERVATION FUND

FROM:
 \$80,000.

406.019400.521000.42008 LAND CAPITAL OUTLAY
 406.019400.543000.42008 PROFESSIONAL SERVICES

TO:
 \$76,000.
 4,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

AdoptedResolution # 473ZILNICKI II LAND PRESERVATIONSCTM # 600-42-1-28.7CAPITAL PROJECTBUDGET ADOPTIONCOUNCILMAN LULL

offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.019400.489150.42009 TRANSFER FROM COMMUNITY
PRESERVATION FUND

FROM:
\$32,000.

406.019400.521000.42009 LAND CAPITAL OUTLAY
406.019400.543000.42009 PROFESSIONAL SERVICES

TO:
\$28,000.
4,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Adopted

Resolution # 474COMMUNITY PRESERVATION FUNDBUDGET ADJUSTMENTCOUNCILMAN KENT

offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

737.082170.420000.00000	PROGRAM INCOME	FROM: \$177,000.
		TO:
737.099010.597000.42008	TRANSFER TO TYCO ELECTRONICS LAND PRESERVATION	\$80,000.
737.099010.597000.42009	TRANSFER TO ZILNICKI #II LAND PRESERVATION	32,000.
737.099010.597000.42010	TRANSFER TO CRAIG WELLS LAND PRESERVATION	16,000.
737.099010.597000.42011	TRANSFER TO V. WELLS JR. #I LAND PRESERVATION	8,000.
737.099010.597000.42012	TRANSFER TO V. WELLS JR. #II LAND PRESERVATION	41,000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD**Adopted**Resolution # 475**CALVERTON SEWER DISTRICT****BUDGET ADJUSTMENT****COUNCILMAN KENT**

offered the following resolution ,

which was seconded by **COUNCILMAN DENSIESKI**

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

124.081300.524000

PLANT EQUIPMENT

FROM:

\$1,500.

124.081300.543900

MISC. CONSULTANTS

TO:

\$1,500.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEADHIGHWAY DEPARTMENT
BUDGET ADJUSTMENT

Adopted

RESOLUTION # 476

COUNCILMAN CARDINALE offered the following resolution ,
which was seconded by COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

111.051100.541301 BLACKTOP, ROAD OIL & PATCH **FROM:**
\$1,500.

111.051100.545200 EQUIPMENT RENTAL **TO:**
\$1,500.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

903

TOWN OF RIVERHEAD

Adopted

RISK RETENTION FUND

BUDGET ADJUSTMENT

RESOLUTION # 477

COUNCILMAN CARDINALE

offered the following resolution ,

which was seconded by COUNCILMAN LULL

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

175.095710.494200	SERIAL BOND PROCEEDS	FROM:	
175.092801.484000	TRANSFER FRO HIGHWAY		\$382,000.
			10,000.
175.019300.548220	HIGHWAY, JUDGEMENT & CLAIMS	TO:	\$382,000.
175.017100.548220	HIGHWAY, ADMINISTRATION EXPENSE		2,000.
175.092801.482200	TRANSFER FROM WATER DISTRICT	FROM:	\$2,500.
175.01700.548220	WATER, ADMINISTRATION EXPENSE	TO:	\$2,500.
175.092801.483300	TRANSFER FROM REFUSE & GARBAGE DIST.	FROM:	\$3,150.
175.017100.548250	REFUSE & GARBAGE, ADMIN. EXPENSE	TO:	\$1,000.
175.017220.548250	REFUSE & GARBAGE, EXCESS INSURANCE		2,150.
175.092801.483200	TRANSFER FROM STREET LIGHTING DISTRICT	FROM:	\$250.
175.017100.548260	STREET LIGHTING, ADMIN. EXPENSE	TO:	\$250.
175.092801.482300	TRANSFER FROM JOINT SCAV. WASTE	FROM:	\$200.
175.017100.548280	JOINT SCAV. WASTE, ADMIN. EXPENSE	TO:	\$200.

MAY 1, 2001
CONTINUED:

RISK RETENTION FUND
BUDGET ADJUSTMENT

175.092801.488100 TRANSFER FROM MUNICIPAL GARAGE FROM:
\$1,570.

175.017100.548290 MUNICIPAL GARAGE, ADMIN. EXPENSE TO:
\$250.
175.017220.548290 MUNICIPAL GARAGE, EXCESS INSURANCE 1,350.

175.092801.482100 TRANSFER FROM RIVERHEAD SEWER DISTR. FROM:
\$3,800.

175.017220.548240 RIVERHEAD SEWER DIST., EXCESS INSURANCE TO:
\$3,800.

175.092801.483500 TRANSFER FRO AMBULANCE DISTRICT FROM:
\$350.

175.017220.548245 AMBULANCE DISTRICT, EXCESS INSURANCE TO:
\$350.

75.092801.488200 TRANSFER FROM MUNICIPAL FUEL FROM:
\$485.

175.017220.548295 MUNICIPAL FUEL, EXCESS INSURANCE TO:
\$485.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

MAY 1, 2001

905

Adopted

TOWN OF RIVERHEAD

WORKERS COMPENSATION FUND

BUDGET ADJUSTMENT

RESOLUTION # 478

COUNCILMAN LULL

offered the following resolution,

which was seconded by COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

FROM:

173.019300.548210	GENERAL FUND, JUDGEMENTS & CLAIMS	\$2,320.
173.019300.548260	STREET LIGHTING, JUDGEMENTS & CLAIMS	15.

TO:

173.017220.548210	GENERAL FUND, EXCESS INSURANCE	\$2,320.
173.017220.548260	STREET LIGHTING, EXCESS INSURANCE	15.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD

Resolution # 479

Adopted

WATER DISTRICTBUDGET ADJUSTMENTSCOUNCILMAN CARDINALE

offered the following resolution ,

COUNCILMAN DENSIESKI

which was seconded by _____

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustments:

112.083100.542100

OFFICE EXPENSE

FROM:
\$250.

112.083100.547100

PROPERTY TAX EXPENSE

TO:
\$250.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Resolution # 480

AdoptedSEWER DISTRICTBUDGET ADJUSTMENTCOUNCILMAN LULL

offered the following resolution ,

COUNCILMAN KENT

which was seconded by _____

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

114.081300.524000

EQUIPMENT

FROM:

\$60.

TO:

\$60.

114.081100.547100 PROPERTY TAX EXPENSE

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

TOWN OF RIVERHEAD

Adopted

Resolution # 481

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST
ANNUAL FINANCIAL REPORT SUMMARY
FOR THE YEAR ENDING 2000**

COUNCILMAN CARDINALE

_____ offered the following resolution,

COUNCILMAN KENT

which was seconded by _____

BE IT, RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the Town of Riverhead Annual Financial Report Summary, as attached, for the year ending 2000.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

TOWN OF RIVERHEAD				
SUMMARY OF ANNUAL FINANCIAL REPORT				
FOR 2000				
FUND	01/01/2000	REVENUES	EXPENDITURES	12/31/2000
	FUND EQUITY	&	&	FUND EQUITY
	(both Reserved	OTHER	OTHER	(both Reserved
	& Unreserved)	SOURCES	USES	& Unreserved)
GENERAL FUND	\$ 3,018,122.00	\$ 20,433,354.00	\$ 19,612,708.00	\$ 3,838,768.00
COMMUNITY DEVELOPMENT	\$ 220,260.00	\$ 168,796.00	\$ 100,135.00	\$ 288,921.00
BUSINESS IMPR. DISTRICT	\$ 64,984.00	\$ 124,791.00	\$ 132,112.00	\$ 57,663.00
HIGHWAY FUND	\$ 798,240.00	\$ 2,635,247.00	\$ 2,767,908.00	\$ 665,579.00
STREET LIGHTING DISTRICT	\$ 143,926.00	\$ 691,906.00	\$ 564,077.00	\$ 271,755.00
REFUSE & GARBAGE DIST.	\$ 147,362.00	\$ 2,159,802.00	\$ 2,227,484.00	\$ 79,680.00
RVHD SEWER DISTRICT	\$ 1,127,097.00	\$ 1,428,796.00	\$ 1,341,399.00	\$ 1,214,494.00
PUBLIC PARKING DISTRICT	\$ 110,980.00	\$ 260,055.00	\$ 246,669.00	\$ 124,366.00
WATER DISTRICT	\$ 2,710,770.00	\$ 4,501,508.00	\$ 4,106,875.00	\$ 3,105,403.00
AMBULANCE DISTRICT	\$ -	\$ 444,151.00	\$ 273,242.00	\$ 170,909.00
CALVERTON SEWER DIST	\$ -	\$ 229,273.00	\$ 171,534.00	\$ 57,739.00
DEBT SERVICE FUND	\$ 1,246,178.00	\$ 3,860,737.00	\$ 4,199,394.00	\$ 907,521.00
CAPITAL PROJECT FUNDS	\$ (5,489,407.00)	\$ 10,417,679.00	\$ 10,096,222.00	\$ (5,167,950.00)
INTERNAL SERVICE FUNDS	\$ 599,244.00	\$ 363,522.00	\$ 360,469.00	\$ 602,297.00
SELF INSURANCE FUNDS	\$ 2,089,600.00	\$ 1,706,534.00	\$ 922,904.00	\$ 2,873,230.00
EXPENDABLE TRUST FUNDS	\$ 1,040,287.00	\$ 1,771,340.00	\$ 459,497.00	\$ 2,352,130.00
TOTAL	\$ 7,827,643.00	\$ 51,197,491.00	\$ 47,582,629.00	\$ 11,442,505.00

TOWN OF RIVERHEAD				
STATEMENT OF INDEBTEDNESS				
AS OF DECEMBER 31, 2000				
	INDEBTEDNESS	ISSUED DURING	PAID DURING	INDEBTEDNESS
	OUTSTANDING	THE	THE	OUTSTANDING
	AS OF	FISCAL YEAR	FISCAL YEAR	AS OF
	01/01/2000	2000	2000	12/31/2000
TOTAL INDEBTEDNESS	\$ 34,029,332.00	\$ 20,181,310.00	\$ 14,414,929.00	\$ 39,795,713.00

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 482PROMOTION TO PROVISIONAL FIRE MARSHAL II

COUNCILMAN DENSIESKI offered the following
 resolution, which was seconded by COUNCILMAN KENT

WHEREAS, the Building Department has recommended that the position of Fire Marshal II be created, and

WHEREAS, it is the recommendation of the Personnel Committee and the Head of the Building Department that Bruce Johnson currently a Fire Marshal I be promoted to this position provisionally.

NOW, THEREFORE, BE IT RESOLVED, that Bruce Johnson is hereby promoted to the position of Provisional Fire Marshal II effective 05/07/01, Group 7 Step 3 of the Administrative Salary Schedule; and

BE IT FURTHER, RESOLVED, that the Fire Marshall I position being vacated will be hereby abolished; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Bruce Johnson, the Building Department and the Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

MAY 1, 2001

911

~~TOWN OF RIVERHEAD~~

Resolution # 483

Adopted

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR AN ACCOUNTANT

COUNCILMAN LULL

_____ offered the following

resolution, which was seconded by _____

COUNCILMAN KENT

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the May 10, 2001 issue of The News Review

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the Accounting Office.

THE VOTE

Densieski ☒ Yes ___ No ___ Cardinalo ☒ Yes ___ No ___

Kent ☒ Yes ___ No ___

Kozakiewicz ☒ Yes ___ No ___

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individuals to serve in the position of Accountant. Applicants must have a college degree with at least 24 credits in Accounting. Applications are to be submitted to the Supervisor's Office, Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY, between the hours of 8:30am and 4:30pm. Monday through Friday. No applications will be accepted after 4:00pm on Friday, May 18, 2001. The Town of Riverhead does not discriminate on the basis of age, race, color, national origin, sex or handicapped status in the employment or provision of services.

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 484APPOINTS POLICE OFFICERS TO THE POLICE DEPARTMENT

COUNCILMAN DENSIESKI offered the following resolution, which was
seconded by COUNCILMAN LULL.

WHEREAS, the Suffolk County Department of Civil Service has established List #99-5002-001-Police Officer OC established March 10, 2000; and

WHEREAS, extensive background investigations and personal interviews are conducted by the Suffolk County and Riverhead Town Police Departments to establish five (5) individuals eligible for hire by the Town of Riverhead Police Department.

NOW, THEREFORE, BE IT RESOLVED, effective May 14, 2001, Richard Freeborn, Dana Griffiths, Jill Wicklund, John Seal and William Nedros, Jr., be and are hereby appointed to the position of Police Officer, contingent upon the following:

1. The passing of all testing required by Suffolk County Department of Civil Service.
2. The filing of all necessary payroll documentation in the office of Accounting; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Richard Freeborn, Dana Griffiths, Jill Wicklund, John Seal, William Nedros, Jr., the Chief of Police and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 485

ACCEPTS RESIGNATION OF DETENTION ATTENDANT IN THE POLICE
DEPARTMENT

COUNCILMAN LULL offered the following resolution, which was
seconded by COUNCILMAN DENSIESKI.

WHEREAS, Bonnie Tuthill has notified the Chief of Police of her intent to resign from her position as Detention Attendant with the Police Department effective immediately.

NOW, THEREFORE, BE IT RESOLVED, effective May 1, 2001, the Town Board of the Town of Riverhead hereby accepts the resignation of Bonnie Tuthill.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Bonnie Tuthill, the Chief of Police and the Office of Accounting.

THE VOTE

Densieski ☒ Yes ☐ No Cardinala ☒ Yes ☐ NoKent ☒ Yes ☐ No Lull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ NoTHE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

05/01/01

TOWN OF RIVERHEAD**Adopted****RESOLUTION # 486**

Adopted May 1, 2001

APPOINTS TEMPORARY CLERKS TO THE TAX RECEIVER'S OFFICE

COUNCILMAN LULL offered the following resolution which
 was seconded by COUNCILMAN KENT.

WHEREAS, this Town Board recognizes the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that Sharon Bilunas and Jennifer Hotchkiss be and are hereby appointed as temporary clerks effective May 21, 2001 through June 8, 2001 at an hourly rate of compensation of

Sharon Bilunas	\$9.20 per hour
Jennifer Hotchkiss	\$9.10 per hour

and

BE IT FURTHER RESOLVED that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Sharon Bilunas, 728 Herricks Lane, P.O. Box 616, Jamesport, New York; Jennifer Hotchkiss, 135 Sunrise Avenue, Riverhead, New York; Diane M. Stuke, Receiver of Taxes; and the Office of Accounting.

THE VOTE

Densleski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐
 THEREUPON DULY ADOPTED

May 1, 2001

Adopted**TOWN OF RIVERHEAD**Resolution # 487**APPROVES REQUEST FOR LEAVE OF ABSENCE**

COUNCILMAN KENT offered the following resolution, which was
seconded by COUNCILMAN LULL.

WHEREAS, Police Officer Timothy McAllister is a member of the Department of the Navy, Naval Surface Reserve Force; and

WHEREAS, Police Officer McAllister has military orders, issued by the Department of the Navy, assigning him to training for a period of sixty (60) days to perform ADT; and,

WHEREAS, Police Officer McAllister has made application to the Chief of Police of the Town of Riverhead and the Riverhead Town Board for an unpaid leave of absence from May 8, 2001 through June 20, 2001, a period of thirty (30) days, to complete such training.

NOW, THEREFORE, BE IT RESOLVED that the application for the aforementioned unpaid leave of absence be approved; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Timothy McAllister, the Chief of Police and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Date May 1, 2001

TOWN OF RIVERHEAD

Adopted

Resolution # 488

Appointments To
Conservation Advisory Council

COUNCILMAN DENSIESKI

offered the following

resolution, which was seconded by

COUNCILMAN DENSIESKI

WHEREAS, Conservation Advisory Committee chairman George Bartunek has requested that the Town Board appoint new members to fill vacancies on the Conservation Advisory Committee; and

WHEREAS, Jamesport resident Sean McCabe and Wading River resident Ken Rothwell have expressed an interest in serving on the Conservation Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead do and hereby appoint Sean McCabe and Ken Rothwell to the Riverhead Conservation Advisory Committee; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Conservation Advisory Council, George Bartunek, Sean McCabe and Ken Rothwell.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

5/1/01

TOWN OF RIVERHEAD

Adepten

Resolution # 489

APPOINTS INTERPRETATION CONSULTANT FOR POLICE DEPARTMENT AND JUSTICE COURTCOUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILMAN LULL

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, Veronica Castro, Contractor, is willing to provide the following services to the Town:

Description of Services:	Language Translation – Spanish
Date(s) and Hours of Service:	On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Veronica Castro, 89 Coliu Drive, Shirley, New York, 11967; Police Chief Joseph Grattan; Justice Richard Ehlers; Justice Allen Smith; the Office of Accounting and the Town Attorney's Office.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinalo	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

5/1/01

TOWN OF RIVERHEAD

Adopted

Resolution # 490**APPOINTS INTERPRETATION CONSULTANT FOR POLICE DEPARTMENT AND JUSTICE COURT**~~COUNCILMAN LULL~~

_____ offered the following resolution, was seconded by

~~COUNCILMAN DENSIESKI~~ :

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, Zoila Delghdo, Contractor, is willing to provide the following services to the Town:

Description of Services: Language Translation – Spanish
Date(s) and Hours of Service: On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Zoila Delghdo, P.O. Box 508, Westhampton, New York, 11977; Police Chief Joseph Grattan; Justice Richard Ehlers; Justice Allen Smith; the Office of Accounting and the Town Attorney's Office.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

5/1/01

Adopted

TOWN OF RIVERHEAD

Resolution # 491

SETS SALARIES FOR SUMMER PERSONNEL FOR 2001
FOR THE
RECREATION DEPARTMENT

COUNCILMAN KENT

offered the following resolution,

COUNCILMAN KENT

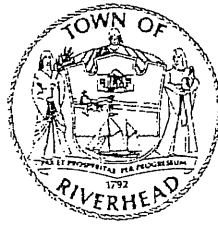
which was seconded by _____

RESOLVED, that the Town Board sets salaries for summer personnel 2001 for the Recreation Department.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTEDensieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ NoKent ☒ Yes ☐ No Lodi ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ NoTHE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED



*Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744*

PROPOSED SUMMER PERSONNEL SALARIES- 2001

	<u>Lifeguard</u>	<u>WSI</u>	<u>Rec Aide</u>	<u>Bch Att.</u>	<u>Park Att. II</u>	<u>Park Att I</u>
Level I.	\$ 7.75	\$ 8.25	\$7.00	\$6.50	\$6.50	\$9.00
Level II.	\$ 8.25	\$ 8.75	\$7.50	\$7.00	\$7.00	
Level III.	\$ 8.75	\$ 9.25	\$8.00	\$7.50	\$7.50	
Level IV.	\$ 9.25	\$10.00	\$8.50	\$8.00	\$8.00	
Level V.	\$ 9.75	\$10.50	\$9.00	\$8.50	\$8.50	
Level VI.	\$10.00	\$10.75				
Level VII.	\$10.25	\$11.00				
Level VIII.	\$10.50	\$11.25				

SUMMER REC. PROGRAM LEADER-	\$11.00 with .50 increase to max out at \$14.00
WATERFRONT COORDINATOR-	\$12.00 with .50 increase to max out at \$14.00
TENNIS SEASONAL INSTRUCTOR-	\$15.00 (part-time)
AST. TENNIS INSTRUCTOR-	\$10.00 with \$1.00 increase to max out at \$15.00 (part-time)

NOTE: The above salaries are listed on a per hour basis. Experience may influence starting level. Level raises depend upon job performance.

05/01/01

Adopted

TOWN OF RIVERHEAD

Resolution # 492ACCEPTS RESIGNATION OF DEBRA CUZZO IN THE
ACCOUNTING OFFICE

COUNCILMAN KENT offered the following
resolution, which was seconded by JOHN LULL

WHEREAS, Debra Cuzzo has notified John Hansen of the Accounting Office, in writing of her resignation effective May 3, 2001.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Debra Cuzzo.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Debra Cuzzo, Accounting Office and the Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

May 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 493APPOINTS SUMMER INTERNS
IN THE ACCOUNTING DEPARTMENTCOUNCILMAN LULL

offered the following

resolution, which was seconded by COUNCILMAN KENT

WHEREAS, it is beneficial to the Town to hire interns to work cooperatively with individual Departments; and

WHEREAS, it is the desire of the Accounting Department to have interns appointed to work during the summer months to complete various annual projects.

NOW, THEREFORE, BE IT RESOLVED, that effective May 21, 2001, the Town Board hereby appoints Anne Szorc and Joanne Rausch to the position of Summer Interns in the Accounting Department at the hourly rate of pay of \$9.10; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Anne Szorc, Joanne Rausch and the Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

5/1/01

Adopted

TOWN OF RIVERHEAD

Resolution # 494APPOINTS PERSONNEL FOR 2001 TO
THE RECREATION DEPARTMENT

Councilman Kent offered to the following resolution,
which was seconded by Councilman Lull.

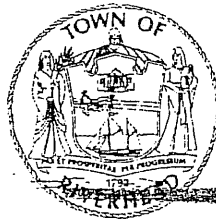
RESOLVED, that the Town Board appoints the attached list of
summer personnel effective May 26, 2001 to and including September 3,
2001.

BE IT FURTHER, RESOLVED, that the Town Board hereby
authorizes the Town Clerk to forward this resolution to the Recreation
Department and the Office of Accounting.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED



*Recreation Department
200 Howell Avenue
Riverhead, NY 11901
(631) 727-5744*

**RECREATION DEPARTMENT APPOINTMENTS
5/1/01 TOWN BOARD MEETING**

	<u>First</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>	<u>*Special Note</u>
st gan	Dennis	Lifeguard V	5/26/01	9/4/01	\$9.75	1,2
cholz x	Evan	Lifeguard IV	5/26/01	9/4/01	\$9.25	1,2
	Robert	Lifeguard IV	5/26/01	9/4/01	\$9.25	1,2
gdin	Stacy	Lifeguard II	5/26/01	9/4/01	\$8.25	1,2
llins	Kerin	Lifeguard II	5/26/01	9/4/01	\$8.25	1,2
y	Kathleen	Lifeguard II	5/26/01	9/4/01	\$8.25	1,2
nders	Greg	Lifeguard II	5/26/01	9/4/01	\$8.25	1,2
ndercreek	Dorie	Lifeguard II	5/26/01	9/4/01	\$8.25	1,2
	Raymond	Fill-In Lifeguard	5/26/01	9/4/01	\$9.25	1,2
onahan	Elizabeth	Fill-In Lifeguard	5/26/01	9/4/01	\$8.25	1,2
onahan	Jeremiah	Fill-In Lifeguard	5/26/01	9/4/01	\$8.25	1,2
nders	Matthew	Fill-In Lifeguard	5/26/01	9/4/01	\$12.00	1,2
nders	Matthew	Waterfront Coordinator	5/26/01	9/4/01	\$12.00	1,3
mitt	Paul	Water Safety Instructor	5/26/01	9/4/01	\$8.75	1,3
rgs	Kristen	Beach Attendant II	5/26/01	9/4/01	\$7.00	1
od	Elizabeth	Beach Attendant II	5/26/01	9/4/01	\$7.00	1
slsh	James	Beach Attendant II	5/26/01	9/4/01	\$7.00	1
dericks	Craig	Beach Attendant III	5/26/01	9/4/01	\$7.50	1
cker	Miranda	Fill-In Beach Attendant	5/26/01	9/4/01	\$7.50	1
tleman	G.J.	Fill-In Beach Attendant	5/26/01	9/4/01	\$7.00	1
rlacci	Jeffrey	Summer Tennis Instructor	7/1/01	8/30/01	15.00	1

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.
Subject to Suffolk County Lifeguard Certification.
Current American Red Cross Instructor Certification.

5/01/01

STATUS Adopted

TOWN OF RIVERHEAD

Resolution # 495

**DECLARES LEAD AGENCY AND DETERMINES ENVIRONMENTAL
SIGNIFICANCE OF THE ISSUANCE OF SERIAL BONDS - SUFFOLK
THEATRE**

COUNCILMAN KENT offered the following resolution,

which was seconded by COUNCILMAN LULL

WHEREAS, the Town Board of the Town of Riverhead solicited bids for the reconstruction and restoration of a Town owned property known as the Suffolk Theatre; and

WHEREAS, the Planning Director has recommended that the public borrowing associated with the reconstruction be considered an unlisted action pursuant to 6 NYCRR Part 617; and

WHEREAS, the Town Board has carefully considered the merits of the borrowing the SEQRA record created to date, the report of the Planning Department as well as all other planning, zoning, and environmental information.

NOW, THEREFORE BE IT RESOLVED, that in the matter of the issuance of \$4,000,000 in Town of Riverhead serial bonds for the reconstruction of the interior of the Suffolk Theatre, the Riverhead Town Board hereby declares itself to be the lead agency and further determines the action to be unlisted pursuant to 6 NYCRR Part 617 without a significant impact upon either the natural or social environment and that an environmental impact statement need not be prepared; and

THE VOTE

Densleakd	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

BE IT FURTHER, RESOLVED, that the Planning Department be directed to prepare those notices of non-significance as required by 6 NYCRR Part 617.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

Adopted

072113-00397P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on May 1, 2001, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Kozakiewicz, and upon roll being called, the following were

PRESENT: Supervisor Robert Kozakiewicz
Councilman Edward Densieski
Councilman Philip Cardinale
Councilman Christopher Kent
Councilman James Lull

Town Clerk Barbara Grattan
Town Attorney Dawn Thomas

ABSENT:

The following resolution was offered by Councilman COUNCILMAN KENT, who moved its adoption, seconded by Councilman COUNCILMAN LULL, to-wit:

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☐ Yes ☒ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

BOND RESOLUTION DATED MAY 1, 2001.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,000,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE INTERIOR OF THE SUFFOLK THEATER BUILDING IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific objects or purposes of paying the cost of the reconstruction of the interior of the Suffolk Theater building, in and for the Town of Riverhead, Suffolk County, New York, including incidental costs and expenses in connection therewith and the purchase and installation of furnishings, equipment and apparatus to be used therein, there are hereby authorized to be issued \$4,000,000 serial bonds of the Town of Riverhead, Suffolk County, New York.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$4,000,000, and that the plan for the financing thereof is by the issuance of the \$4,000,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforescribed specific objects or purposes is twenty years, pursuant to subdivision 12 of paragraph a of Section 11.00 of the Local Finance Law, because such building is a class "A" building within

the meaning of subdivision 11 thereof. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller

applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in full in Times Review, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 35.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

<u>Supervisor Kozakiewicz</u>	VOTING	<u>Yes</u>
<u>Councilman Densieski</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>No</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

* * * *

Councilman Densieski offered the resolution with amendments, which was seconded by Councilman Cardinale.

THE VOTE: Densieski, yes, Cardinale, yes, Kent, no, Lull, no, and Kozakiewicz, no. The resolution was thereupon declared NOT ADOPTED.

Councilman Kent offered the resolution without any amendments, which was seconded by Councilman Lull.

THE VOTE: Densieski, yes, Cardinale, no, Kent, yes, Lull, yes, and Kozakiewicz, yes. The Resolution was thereupon declared to be duly adopted WITHOUT AMENDMENTS.

STATE OF NEW YORK)
) ss.:
 COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO
 HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on May 1, 2001, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

May 4, 2001

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice

Date of Posting

Town Clerk's Bulletin Board

May 2, 2001

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May 2, 2001.

Town Clerk

(CORPORATE
SEAL)

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DEPOSE
AND SAY:

That on the _____ day of _____, 2001, I caused to be posted on the
official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a
Notice of Adoption of a resolution adopted by the Town Board of said Town on the 1st day of May,
2001.

A true and correct copy of such Notice of Adoption is attached hereto.

Town Clerk

Sworn to before me this _____ day
of _____, 2001

Notary Public

LEGAL NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on May 1, 2001, duly adopted the resolution published herewith subject to a permissive referendum.

Dated: Riverhead, New York
May 1, 2001.

Town Clerk

Adopted

072113-00397P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at Town Hall, in Riverhead, New York, in said Town, on May 1, 2001, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Kozakiewicz, and upon roll being called, the following were

PRESENT: Supervisor Robert Kozakiewicz
Councilman Edward Densieski
Councilman Philip Cardinale
Councilman Christopher Kent
Councilman James Lull

Town Clerk Barbara Grattan
Town Attorney Dawn Thomas

ABSENT:

The following resolution was offered by Councilman Kent, who moved its adoption, seconded by Councilman Lull, to-wit:

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☐ Yes ☒ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

RESOLUTION DATED MAY 1, 2001.

A RESOLUTION CALLING A PUBLIC HEARING ON THE ISSUANCE OF SERIAL BONDS AND BOND ANTICIPATION NOTES HEREAFTER BY THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE PREMISES AT 118 EAST MAIN STREET IN SAID TOWN KNOWN AS THE SUFFOLK THEATRE FOR LIVE STAGE PERFORMANCES, FILMS AND OTHER PUBLIC RECREATIONAL USES FOR SAID TOWN.

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York (the "Town"), proposes to issue \$4,000,000 serial bonds of said Town to pay the cost of the reconstruction of the premises at 118 East Main Street in the Town known as the Suffolk Theatre, for live stage performances, films and other public recreational uses for said Town (the "Facility"); and

WHEREAS, bonds and any bond anticipation notes issued in anticipation thereof hereafter would constitute "private activity" bonds or notes within the meaning of Section 141 of the Code due to the proposed use of said Facility by Riverhead Theatre Corporation, a not-for-profit corporation created under the laws of the State of New York which is a corporation described under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Section 147(f) of the Code requires that bonds or notes which are "private activity" obligations within the meaning of Section 141 of the Code be approved by the governmental unit issuing such bonds or notes after a public hearing following reasonable public notice, in order for interest on the bonds or notes to be excludable from gross income for federal income tax purposes; and

WHEREAS, the Town Board now desires to call a public hearing on the proposed issuance of \$4,000,000 serial bonds and any bond anticipation notes issued in anticipation of said serial bonds; NOW, THEREFORE, BE IT

RESOLUTION, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. A public hearing will be held at Town Hall, in Riverhead, New York, in said Town on May 30, 2001, at 2:00 o'clock P.M., Prevailing Time, on the question of whether \$4,000,000 serial bonds, and any bond anticipation notes issued in anticipation thereof, should hereafter be issued by the Town of Riverhead, Suffolk County, New York, to finance costs of the reconstruction of the premises as 118 East Main Street in Riverhead known as the Suffolk Theatre, for live stage performances, films and other public recreational uses, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in Times Review, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in, and available to residents of, the Town, such publication to be made not less than fourteen (14) days before the date designated for the hearing. The Town Clerk is hereby further authorized and directed to cause a copy of such Notice of Public Hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than fourteen (14) days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached:

NOTICE OF PUBLIC HEARING

TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, will meet at Town Hall, in Riverhead, New York, in said Town, on May 30, 2001, at 2:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the question of whether \$4,000,000 serial bonds, and bond anticipation notes issued in anticipation thereof, should hereafter be issued by the Town of Riverhead, Suffolk County, New York, to pay the cost of the reconstruction of the Town-owned premises at 118 East Main Street in Riverhead, known as the Suffolk Theatre, for live stage performances, films, and other public recreational uses (the "Facility"), and to hear all persons interested in the subject thereof. The maximum estimated cost of said project is determined to be \$4,000,000, for which the issuance of \$4,000,000 serial bonds of the Town is authorized. It is expected that Riverhead Theatre Corporation, a not-for-profit corporation created under the laws of the State of New York which is a corporation described under Section 501(c)(3) of the Internal Revenue Code will manage the Facility for the Town for a five-year term under an agreement with the Town dated January 9, 2001, and will therefor be a substantial user of the Facility. The Town will be the owner of the Facility. The Riverhead Theatre Corporation has its principal office located in the Town, with a mailing address of P.O. Box 1644, in Riverhead, New York 11901.

The project has been determined to be a Type II Action pursuant to the regulations promulgated pursuant to the New York State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in any significant environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
May 1, 2001

BY ORDER OF THE TOWN BOARD OF THE TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NEW YORK

By _____
Town Clerk

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

<u>Supervisor Kozakiewicz</u>	<u>VOTING</u>	<u>Yes</u>
<u>Councilman Densieski</u>	<u>VOTING</u>	<u>Yes</u>
<u>Councilman Cardinale</u>	<u>VOTING</u>	<u>No</u>
<u>Councilman Kent</u>	<u>VOTING</u>	<u>Yes</u>
<u>Councilman Lull</u>	<u>VOTING</u>	<u>Yes</u>
<u></u>	<u>VOTING</u>	<u></u>
<u></u>	<u>VOTING</u>	<u></u>

The resolution was thereupon declared duly adopted.

* * * *

STATE OF NEW YORK)
) ss.:
 COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO
 HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
 of said Town, including the resolution contained therein, held on May 1, 2001, with the original
 thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
 whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Town Board had due notice of said
 meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
 Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
 notice of the time and place of said meeting to be given to the following newspapers and/or other
 news media as follows:

Newspaper and/or other news media

Date given

Times Review

May 4, 2001

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice _____

Date of Posting

Town Clerk's Bulletin Board

May 2, 2001

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May 1, 2001.

Town Clerk

(CORPORATE
SEAL)

12/19/00

Adopted

TOWN OF RIVERHEAD

Resolution # 498

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF RIVERHEAD AND THE COUNTY OF SUFFOLK OFFICE FOR THE AGING (MEALS ON WHEELS)

Councilman Densieski offered the following resolution, was seconded by

Councilman Kent:

WHEREAS the Town of Riverhead furnishes nutrition programs for senior citizens within the Town of Riverhead pursuant to the Supplemental Nutrition Assistance Program, and

WHEREAS, the County of Suffolk provides funding for the nutrition programs administered by the Town of Riverhead, and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute an agreement between the Town of Riverhead and the County of Suffolk Office for the Aging in the form attached hereto, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the County of Suffolk Office for the Aging, Town of Riverhead Nutrition Center, Town Supervisor, Town Attorney and Jack Hansen, Financial Administrator.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Luh	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Agreement

This Agreement (Agreement) is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to make a senior citizens nutrition program available to the County. Sufficient funding exists in the 2001 Suffolk County Operating Budget.

Term of Agreement: Shall be April 1, 2001 through March 31, 2002 with two one-year extensions at the County's option, unless terminated, as provided in Exhibits A and A1 to the Agreement.

Total Meals: **Daily Congregate Meals: 48**
Daily Home-Delivered Meals: 102

Total Cost of Agreement: Shall be on a fee-for- service basis, not to exceed \$ 170,812 for the current contract year, as set forth in Exhibits A, A1 and C attached.

Terms and Conditions: Shall be as set forth in Exhibit A attached.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Riverhead

County of Suffolk

**PLEASE SIGN
& DATE**

By: _____
Robert Kozakiewicz
Supervisor

By: _____
Eric A. Kopp
Chief Deputy County Executive

Fed. Taxpayer ID #: 11-6001935
Date: _____

Date: _____

**Approved as to Form, Not
Reviewed as to Execution:**

Approved:

Robert J. Cimino
Suffolk County Attorney

By: _____ Date _____
Holly S. Rhodes-Teague
Director, Office for the Aging

Recommended:

By: _____ Date _____
Patricia Jordan
Assistant County Attorney

By: _____ Date _____
Elaine Schachter
Food Service Supervisor

IIC Nutrition Program (Supplemental Nutrition Assistance Program)

EXHIBIT A**1. SERVICES TO BE PERFORMED – PAYMENT BY COUNTY**

- A. The **Contractor** shall furnish **Aging** with one or more nutrition programs for senior citizens of Suffolk County (separately or collectively the "Program"), under (i) the Nutrition Program for the Elderly pursuant to Title III, Part C of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) in accordance with the rules and regulations of the Administration on Aging, United States Department of Health and Human Services, or (ii) the New York State Supplemental Nutrition Assistance Program (SNAP), as indicated on the cover page of this Agreement. The **Contractor** shall furnish the Program as further provided in this Exhibit A, Exhibit A1, the Contractor's Response to Section IV, paragraph 3 a through h, to the Request for Proposals No. 0/22696 (the RFP) and the following Appendices to the RFP and additional Exhibits, which are attached to and made part of this Agreement:

EXHIBIT B	Program Specifications
EXHIBIT B1	Special Clauses (if any)
EXHIBIT C	Rate Page(s) (Contractor's Response to Section V of the RFP)
EXHIBIT D	Furniture, Fixtures, Equipment
Appendix K	Technical Assistance Packet (revised 9/00)
Appendix L	Policy and Procedure Manuals: Congregate Meals and Home Delivered Meals (revised 5/00)
Appendix M	Holiday Schedule
Appendix N	Summary Form for each Catchment Area
Appendix O	Client Assessment Provider Data System (PDS – Form - revised 5/5/00)

- B. The approximate daily number of Congregate and/or Home-delivered Meals included in the Program shall be as set forth on the cover page of this Agreement.
- C. Payments will be made in accordance with the Rate Page(s) attached as Exhibit C to this Agreement, but only as provided in Exhibit A1.
- D. If, under prior similar agreements with the **County**, the **Contractor** has received nonconsumable furniture, equipment or other tangible personal property or funds to purchase any such items, or received any of such items in connection with this Agreement, the **Contractor** shall comply with Exhibit D annexed to and made part of this Agreement/
- E. The provisions of Exhibit B1 shall prevail over inconsistent provisions of any other Exhibit, the provisions of this Exhibit A and of Exhibits A1 and B shall prevail over inconsistent provision of any other Exhibit except B1, and the provisions of A, A1 and B1 shall prevail over any other document not specifically referred to in this Agreement or made part thereof by this Exhibit A or by subsequent amendment in writing and signed by both parties except to the extent that provisions of this Exhibit A, or Exhibit A1 or B1 are specifically referred to and amended or superseded by such amendment.
- F. Exhibit B is made part of this Agreement for the contract year to which it relates and for any contract period thereafter unless it is modified by Extension Agreement or Amendment.

IIIC Nutrition Program (Supplemental Nutrition Assistance Program)

2. CONTRACT YEAR

The term of this Agreement shall be as set forth on the cover page, unless extended as provided below or terminated as provided in Exhibit A1.

3. REPORTS

The Contractor shall submit reports as reasonably requested by the County, including without limitation those required by the Technical Assistance Packet (Appendix K to the RFP), and the Policy and Procedure Manuals (Appendix L to the RFP).

4. LIMIT OF COUNTY'S OBLIGATIONS

The maximum amount to be paid by the County as set forth on the cover page of this Agreement or any amendment thereof shall constitute the full obligation of the County in connection with this Agreement and any matter arising therefrom for the contract year to which such cover page relates.

5. INSURANCE

Subparagraph 14.A (1) of Exhibit A1 is deleted and the following provision is substituted in its place:

- (1) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual and food products liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence.

6. EXTENSION OF TERM

The services of the contractor under this Agreement shall be subject to review by Aging not less often than annually. If Aging, in its sole discretion, is satisfied with the Contractor's services, Aging shall notify the Contractor in writing on or before the expiration of the term (as same may have been extended), and the parties shall negotiate an Extension Agreement, which shall take effect for the extension period specified therein, but in no event beyond the time limits specified on the cover page of this Agreement, upon signature on behalf of the County. Such Extension Agreement shall include the Total Cost of Agreement for the extension period, adjustment of the annual and daily average number of meals, if necessary, and such other modifications of the Agreement as may be agreed upon between the parties.

– END OF TEXT OF EXHIBIT A –

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EXHIBIT A1 - STANDARD CONTRACT CLAUSES

1. CONTRACTOR RESPONSIBILITIES

(a) Services

The CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibits A and B, in a skillful manner and to the best of its ability.

(b) Qualifications and Licenses

The CONTRACTOR specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the CONTRACTOR has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), registration(s), license(s), certificate(s) or permit(s) required by State, COUNTY or local authorities for the Services (hereinafter called "License"). The CONTRACTOR shall immediately notify AGING in writing of any disciplinary proceedings against the holder of any License by the New York State Department of Education or the New York State Department of Health or other issuer of a License. In the event that the CONTRACTOR or such other holder of a License is no longer licensed for any one or more of the Services, the CONTRACTOR must immediately so notify AGING. It is understood that the CONTRACTOR shall not be reimbursed for any Services rendered after the effective date of termination of such License. The remainder of this Agreement, or its application to persons or circumstances other than those as to which said License has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) County Review

It is agreed that the nature and extent of the services provided pursuant to this Agreement shall be subject to the general supervision of AGING and that AGING, through its duly authorized representatives, has the right to monitor and evaluate the program. AGING shall be the sole arbiter as to what constitutes acceptable performance under this Agreement.

(d) Level of Service

The CONTRACTOR agrees that where a minimum level of service is not provided as set forth in Exhibit B, AGING may require the reduction of CONTRACTOR staff and costs or terminate this Agreement after giving notice in accordance with the provisions headed, "Termination", of Exhibit A1.

(e) Compliance with Law

The CONTRACTOR shall comply with all applicable local, COUNTY, State and Federal laws, rules and regulations, including without limitation the rules and regulations of the New York State Office for the Aging, Suffolk County local preference and other applicable Suffolk County local laws and resolutions of the Suffolk County Legislature and the rules, regulations, criteria, and guidelines for expenditure controls heretofore adopted or to be adopted by the COUNTY, New York State and the Federal government pursuant to law.

2. TERM OF AGREEMENT

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as otherwise provided in this Agreement.

3. PAYMENT FOR SERVICES

(a) Claims

- (i) The CONTRACTOR shall prepare and present claim forms supplied by the COUNTY (standard Suffolk County Payment Voucher and any other form(s) required by AGING or the Department of Audit and Control) within eight (8) days after the close of the month in which the expenditure was made, except the claim for the last month of the initial Term of Agreement and of each succeeding Extension Period, if any, for which the claim shall be submitted as provided in paragraph B below.
- (ii) All claim forms must be signed in ink by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with AGING by a CONTRACTOR official empowered to sign this Agreement.
- (iii) Monthly vouchers shall be submitted directly to the Suffolk County Office for the Aging at H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099.
- (iv) No claims shall be payable until the CONTRACTOR complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by AGING, the COUNTY, State or Federal Government.
- (v) The amount of the Total Cost of the Agreement to be paid by the COUNTY as set forth on the cover page of this Agreement or of any extension or amendment thereof shall constitute the full obligation of the COUNTY in connection with this Agreement for the period there indicated.

(b) Final Request for Payment

A final claim for payment shall be submitted no later than thirty (30) days after the end of the initial Term of Agreement and of each succeeding Extension Period, if any, unless otherwise directed by AGING.

(c) Payment of Claims

The COUNTY agrees to pay the CONTRACTOR monthly for services provided and costs incurred pursuant to this Agreement up to the maximum agreed amount as provided in paragraph 3(a)(5) above, upon receipt of monthly claims in such form as prescribed by the COUNTY and after audit and approval by the COUNTY. Claims shall be documented by sufficient, competent and evidential matter. Payment by the COUNTY shall be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

(d) Payments Not To Exceed Net Expenditures

The CONTRACTOR agrees that if, for any reason whatsoever, the CONTRACTOR shall spend during the term of the Agreement for the purposes set forth herein an amount less than agreed, the total COUNTY payment herein shall be reduced to the amount of approved actual CONTRACTOR expenditures made for such purposes, and that the total amount to be paid by the COUNTY during the contract term shall

not exceed approved actual net expenditures or the Total Cost of the Agreement on the cover page and in the Budget, whichever is less.

(e) Taxes

The charges payable to the CONTRACTOR under this Agreement are exclusive of federal, state and local taxes, the COUNTY being a municipality exempt from the payment of such taxes.

(f) Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the COUNTY under this Agreement beyond the amount of funds appropriated by the Legislature for the program covered by this Agreement.

(g) Payments Contingent upon State/Federal Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the COUNTY, this Agreement may be terminated in whole or in part, or the amount payable to the CONTRACTOR may be reduced, at the discretion of AGING, provided that any such termination or reduction shall not apply to allowable costs incurred by the CONTRACTOR prior to such termination or reduction to the extent that funds are available to AGING for payment of such costs.

(h) Payments Contingent upon Receipt of State/Federal Aid

If any State or Federal government department or agency funding this Agreement in whole or in part should fail to approve aid in reimbursement to the COUNTY for payments made hereunder by the COUNTY to the CONTRACTOR for expenditures made during the term of this Agreement because of any act, omission or negligence on the part of the CONTRACTOR, then the COUNTY may deduct and withhold from any payment due to the CONTRACTOR an amount equal to the reimbursement denied by such department or agency, and the COUNTY's obligation shall be reduced by any such amounts. In such an event, if there should be a balance due to the COUNTY after it has made a final payment to the CONTRACTOR, the CONTRACTOR agrees promptly to reimburse the COUNTY the amount of the balance due the COUNTY by check to the order of the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(i) Other Governmental Funding

If the program of the CONTRACTOR which is the subject of this Agreement is funded in whole or in part by contracts with other governmental agencies, it is agreed that the funds of the COUNTY under this Agreement shall be refunded to the COUNTY to the extent that the local funding from all such sources exceeds the total expenditures of the CONTRACTOR for the program.

(j) Post-Audit

All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The CONTRACTOR further agrees that the County Comptroller and AGING shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If such an audit discloses overpayments by the COUNTY to the CONTRACTOR, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the CONTRACTOR shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not

made, the COUNTY may recoup overpayments from any amounts due or becoming due to the CONTRACTOR from the COUNTY under this Agreement or otherwise.

4. ACCOUNTING PROCEDURES

(a) The CONTRACTOR shall maintain separate records of account concerning all costs incurred by the CONTRACTOR in the performance of this Agreement and all income relating to the program funded under this Agreement and consents to audit and inspection by the COUNTY, New York State and the Federal Government of all facilities, books and other financial and statistical data, whether related to this Agreement or otherwise (in the case of towns or other municipal corporations, only as they relate to this Agreement). Such records shall be maintained for a period of seven (7) years from the date of termination or expiration of this Agreement. Specific records shall be kept as to the hours of all personnel.

(b) The CONTRACTOR shall comply, for the program funded under this Agreement, with the "Regulations for Accounting Procedures for Contract Agencies," promulgated by the Department of Audit and Control of Suffolk County, and any amendments during the Term of this Agreement.

5. FINANCIAL STATEMENTS AND AUDIT REQUIREMENTS

(a) Notwithstanding any other reporting or certification requirements of Federal, State or local authorities, the CONTRACTOR shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each CONTRACTOR fiscal year in which the CONTRACTOR has received, or will receive, \$300,000 or more from the COUNTY, whether under this Agreement or otherwise, and shall submit a report on the overall financial condition and operations of the CONTRACTOR, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the CONTRACTOR in accordance with generally accepted accounting principles. The CONTRACTOR is encouraged to solicit requests for proposals (RFPs) from a number of qualified accounting firms and to review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

(b) The Auditor should be required to meet the following minimum requirements:

- (i) a current license issued by the New York State Education Department;
- (ii) sufficient auditing experience in the nonprofit, governmental or profit-making areas, as applicable; and
- (iii) a satisfactory peer review issued within not more than three years prior to the date when the Auditor was selected to conduct the audit.

(c) The audit must be conducted in accordance with generally accepted governmental auditing standards (GAGAS). Financial statements must clearly differentiate between COUNTY-funded programs and other programs that the CONTRACTOR may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a management letter based on the audit.

(d) Furthermore, if the CONTRACTOR is a non-profit organization or unit of local government and expends \$300,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal period within which it receives funding under this Agreement ("fiscal year"), the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 24, 1997).

Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular just referred to.

(e) The CONTRACTOR must submit a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the CONTRACTOR during such fiscal year. The CONTRACTOR must mail or deliver the certified statement to AGING and to John D'Amico, Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the CONTRACTOR's fiscal year. The statement should include ALL Federal funding received directly from the Federal government and ALL Federal funds passed through from the COUNTY and other pass-through entities

(f) Copies of all financial statements, management letters, Single Audit Reports (if applicable) and other audit reports, if required, must be transmitted to AGING and to Mr. D'Amico at the address just set forth. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the CONTRACTOR's fiscal period to which the audit relates.

(g) These requirements do not preclude AGING or the Suffolk County Comptroller or their authorized representatives or Federal or State auditors from auditing the records of the CONTRACTOR. Therefore, the records of the CONTRACTOR must be made available to authorized representatives of Federal, State or COUNTY government for that purpose.

(h) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the CONTRACTOR fails to cooperate with an audit by the Comptroller, the COUNTY shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the COUNTY to the CONTRACTOR, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the CONTRACTOR shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the COUNTY may recoup overpayments from any amounts due or becoming due to the CONTRACTOR from the COUNTY under this Agreement or otherwise.

(i) The provisions of this paragraph shall survive the expiration or termination of the Agreement.

6. ADDRESSES FOR NOTICES, CLAIMS AND REPORTS

The CONTRACTOR shall mail any communication, notice, claim for payment, reports, or other submission to: Suffolk County Office for the Aging at its address on the cover page of this Agreement, or such other address of which the COUNTY shall have given the CONTRACTOR written notice. The COUNTY shall mail any communication, notice, or other submission to the CONTRACTOR at its address on the cover page of this Agreement or such other address of which the CONTRACTOR shall have given the COUNTY written notice.

7. STATEMENT OF OTHER CONTRACTS

The CONTRACTOR has attached, and in the event of any change, will attach to any extension agreement/amendment of this Agreement, a Statement of Other Contracts in the form annexed to this Agreement. The CONTRACTOR represents and warrants that any such Statement of Other Contracts is and

will be a complete list of all other contracts (i) which are currently in effect or (ii) which have expired within the past 12 months and have not been renewed, and under which funds have been, are being or will be received by the CONTRACTOR from any department or agency of the COUNTY, the United States of America, the State of New York or other municipalities or organizations

8. OFFSET OF ARREARS OR DEFAULT

The CONTRACTOR warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the COUNTY, and the CONTRACTOR agrees that the COUNTY may withhold the amount of any such arrearage or default from amounts payable to the CONTRACTOR under this Agreement.

9. CONFIDENTIALITY OF RECORDS

(a) The CONTRACTOR expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the CONTRACTOR or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The CONTRACTOR further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(b) The CONTRACTOR further agrees to implement such procedures for safeguarding information as the Department shall require. The CONTRACTOR further agrees to indemnify and hold the COUNTY and AGING harmless against any loss, damage, cost or expense arising out of any suit, claim or demand which may be brought or made against the COUNTY or AGING by reason of a breach of these provisions.

(c) In addition, the CONTRACTOR agrees to maintain the confidentiality of all information in conformity with the provisions of applicable local, State and Federal laws and regulations.

10. GRATUITIES

The CONTRACTOR represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose of intent of securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

11. PUBLIC DISCLOSURE

The CONTRACTOR represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement, required by Local Law No. 14 of 1976, as amended (§A5-7 of the Suffolk County Code) and acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the COUNTY shall be entitled upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. (Such filing is not required if the CONTRACTOR is a not-for-profit corporation.)

12. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent contractor. The CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that neither the CONTRACTOR nor any of its officers, directors or employees will hold itself or themselves out as, or claim to be, an officer or employee of the COUNTY by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

13. CERTIFICATE OF INCORPORATION

The CONTRACTOR (if not a town or other municipal corporation) shall furnish AGING with certified copies of its Certificate of Incorporation and by-laws, including any amendments thereto, at the time it signs this Agreement, to the extent not already on file with AGING, and any amendments thereto during the term of this Agreement promptly upon their adoption, and a list of the board members governing the CONTRACTOR from time to time. The CONTRACTOR shall not dissolve any existing corporation or establish any new corporation with the responsibility for the operation of the program without the prior written approval of AGING.

14. INSURANCE AND INDEMNIFICATION

(a) The CONTRACTOR agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the COUNTY. Unless otherwise specified by the COUNTY and agreed to by the CONTRACTOR, in writing, such insurance will be as follows:

- (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence.
- (ii) AUTOMOBILE LIABILITY INSURANCE (if any vehicles are used in the performance of this Agreement) in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily injury and property damage per occurrence.
- (iii) PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made basis.
- (iv) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE if required by law and shall have furnished to the COUNTY prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the CONTRACTOR shall provide and maintain coverage during the term of this Agreement

for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- (v) FIDELITY BONDS (if a Budget and payment schedule are attached to this Agreement) providing comprehensive coverage, in an amount not less than the greater of (i) Five Thousand Dollars (\$5,000) or (ii) the amount of the advance to the CONTRACTOR under this Agreement, against dishonesty, disappearance and destruction of money and securities for all personnel who have access to or sign checks, or have care, custody or control of funds or property entrusted to the CONTRACTOR under the terms of the Agreement.

(b) All policies providing such coverage shall be issued by insurance companies acceptable to the COUNTY.

(c) The CONTRACTOR shall furnish to the COUNTY certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, said certificates or other evidence of insurance shall name the County of Suffolk as an additional insured. All such certificates or other evidence of insurance shall provide for the County of Suffolk to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to AGING at the address at the head of this Agreement or at such other address of which the COUNTY shall have given the CONTRACTOR notice in writing. If the CONTRACTOR is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

(d) Furthermore, to the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, its consultant (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorneys' fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the CONTRACTOR, its agents, employees or subcontractors or of other persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the COUNTY, its employees, agents or subcontractors or other persons, except only in cases of the COUNTY's sole active negligence.

15. INCIDENT REPORTING

The CONTRACTOR agrees to provide AGING with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to AGING immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The CONTRACTOR further agrees to send AGING copies of all "notices of claim" relating to the program covered in this Agreement.

16. NONDISCRIMINATION IN EMPLOYMENT

(a) The CONTRACTOR agrees in connection with the performance of this Agreement as follows:

- (i) The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, Vietnam

Era Veteran status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- (ii) The CONTRACTOR shall require each employment agency, labor union or authorized representative of workers, with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, Vietnam Era Veteran status or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligations herein.
- (iii) The CONTRACTOR shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, Vietnam Era Veteran status or marital status.

17. NONDISCRIMINATION IN SERVICES

(a) Furthermore, the CONTRACTOR, in providing services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, age, disability or marital status:

- (i) Deny an individual any services or other benefits provided under the program;
- (ii) Provide any services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- (iii) Subject an individual to segregation or separate treatment in any matter related to his/her receipt of any services or other benefits provided under the program;
- (iv) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under the program;
- (v) Treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive any aid, care, services, or other benefits provided under the program.

(b) The CONTRACTOR shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability or marital status, in determining:

- (i) The types of services or other benefits to be provided under the program, or
- (ii) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the program, or
- (iii) The class of individuals to be afforded an opportunity to participate in the program.

(c) The CONTRACTOR also agrees to observe all applicable Federal Regulations contained in 45 CFR, Part 84 and Part 85 entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance."

(d) The CONTRACTOR agrees to comply with the requirements of the Civil Rights Act of 1964.

(e) In addition (unless otherwise indicated, or not applicable to the Program described, in Exhibit B), pursuant to § 306(a)(5)(A)(ii) of the Older Americans Act, as added by P. L. 100-175, 42 U.S.C.A. § 3026(a)(5)(A)(ii), the CONTRACTOR shall

- (i) specify how the CONTRACTOR intends to satisfy the service needs of low-income minority individuals in the area served by the CONTRACTOR; and
- (ii) attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the CONTRACTOR.

18. NONSECTARIAN/NONPARTISAN DECLARATION

The CONTRACTOR agrees that all services performed under this Agreement are secular and non-partisan in nature and that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, candidate or partisan effort. Furthermore, the CONTRACTOR agrees that all program services are and will be available to all eligible individuals regardless of religious belief or political affiliation.

19. WORK EXPERIENCE PARTICIPATION

If the CONTRACTOR is a nonprofit agency or institution, each of the CONTRACTOR's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the CONTRACTOR, if it is a nonprofit agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the CONTRACTOR may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

20. PUBLICATIONS, COPYRIGHTS AND PATENTS

(a) The CONTRACTOR shall not issue or publish any book, article, announcement, report or other publication relating to the subject program without prior written permission from the COUNTY. Any such publication shall bear a statement acknowledging the cooperation and/or funding by the County of Suffolk – Robert J. Gaffney, County Executive.

(b) If the work of the CONTRACTOR under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the CONTRACTOR may secure copyright protection. However, the COUNTY reserves, and the CONTRACTOR hereby gives to the COUNTY, and to any other municipality or government agency or body designated by the COUNTY, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

(c) If the CONTRACTOR under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the CONTRACTOR may apply for and secure for itself patent protection. However, the COUNTY reserves, and the CONTRACTOR hereby gives to the COUNTY, and to any other municipality or government agency or body designated by the COUNTY, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

21. QUALIFICATIONS OF PERSONNEL

The CONTRACTOR agrees that it will provide the COUNTY with relevant policies regarding the personnel qualifications for professional employees and that these policies shall be subject to approval by AGING.

22. CERTIFICATION REGARDING LOBBYING

Together with this Agreement and as a condition precedent to its execution by the COUNTY, the CONTRACTOR shall have executed and delivered to AGING the Certification Regarding Lobbying (if payment under this Agreement may exceed \$100,000 – SEE FORM ATTACHED) required by 31 U.S.C. Section 1352 and regulations thereunder, shall promptly advise the COUNTY of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the COUNTY in complying with, said regulations as now in effect or as amended during the Term of this Agreement.

23. COOPERATION ON CLAIMS

The CONTRACTOR agrees to render diligently to the COUNTY any and all cooperation, without additional compensation, that may be required to defend the COUNTY against any claims, demand, or action that may be brought against the COUNTY in connection with this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING

(a) The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement; or assign all or any portion of the monies that may be due or become due thereunder, to any other person or corporation, without the prior consent in writing of the COUNTY, and any attempt to do any of the foregoing without such consent shall be of no effect.

(b) The CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of AGING. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as AGING may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by AGING of any subcontract shall provide for the incurrence of any obligation by the COUNTY in addition to the total agreed upon price. The CONTRACTOR shall be responsible for the performance of any subcontractor for the delivery of service.

25. TERMINATION

(a) If the CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement in whole or with re-

ect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the CONTRACTOR.

(b) If the COUNTY shall deem it in its best interest to terminate this Agreement in whole or with respect to any identifiable part of the program, it shall have the right to do so by giving not less than thirty (30) days' prior written notice to the CONTRACTOR.

(c) The CONTRACTOR may terminate this Agreement by giving not less than sixty (60) days' prior written notice (or thirty (30) days' prior written notice if substantial breach of contract is involved) to the Director of AGING, specifying the reasons for termination and the effective date of termination.

(d) The COUNTY shall be released from any and all responsibilities and obligations arising from the Program covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the CONTRACTOR prior to termination of this Agreement, that are pursuant to, and after the CONTRACTOR's compliance with, the terms and conditions of this Agreement.

(e) Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail, or by messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

26. SEVERABILITY; NO IMPLIED WAIVER

(a) It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(b) No waiver shall be inferred from any failure or forbearance of the COUNTY to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

27. MERGER; NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

END OF TEXT OF EXHIBIT A1

EXHIBIT B

PROGRAM SPECIFICATIONS FOR NUTRITION PROGRAMS

1. GOALS OF PROGRAM

The intended outcome of the Nutrition Program for the Elderly is to improve, maintain or delay the decline in the nutritional status of persons 60 years of age and older and help them to remain independent in their own homes and communities.

2. GENERAL

In general, but without limitation, the **Contractor** shall be required to meet the criteria listed below:

- A. Each meal must meet 1/3 of the recommended dietary allowance. Special low salt and basic diabetic diets must be provided to those clients requiring such upon physician's order. The meal pattern and the amounts must follow those set forth by the New York State Office for the Aging. All aspects of food preparation and service must meet the standards of the Suffolk County Department of Health Services, e.g., safe temperature of food – hot entrée always served at a minimum of 140°F, salad and other cold items served at 42°F or below.
- B. All nutrition programs which cook on site must hold a complete sample of each day's meal(s), including all components except milk and bread, in the refrigerator for 5 days for testing purposes. All nutrition programs which serve catered meals must hold a complete sample of each day's meal(s), including all components except milk and bread, if possible, or hold 3 tablespoons of each meal component, in the refrigerator for 5 days for testing purposes.

3. CONTRIBUTIONS

The **Contractor** has the obligation to inform each recipient of the service of the opportunity to make a free, willing and anonymous contribution toward the cost of the service. Service may not be denied if a person is unable or unwilling to make a contribution. The **Contractor** must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the Program and must include the following information as provided in 84-PI-6:

Contributions to this (these) service(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Each recipient of service must be informed in writing of the opportunity to contribute at least annually.

4. TARGETING AND OUTREACH

The **Contractor** must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals,

(42 U.S.C. §3025 (a) (1) (E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental abilities, language barriers, social or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently (42 U.S.C. §302(21)).

The following four target groups have been identified as having the greatest economic and social needs: minorities, low income, frail and vulnerable.

In order to comply with Targeting requirements, the **Contractor** must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

5. COORDINATION

The **Contractor** must coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the **Contractor** will undertake activities such as, but not limited to, participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the **Contractor's** organization.

6. CONGREGATE MEAL PROGRAM

- A. The nutrition site shall be open as stated on Appendix N (Summary), fully staffed, during regular business hours based on local need and available funding. Holiday schedules are to be posted one month in advance at the nutrition site. The **Contractor** shall submit copies of all holiday schedules and staff vacations to **Aging**.
- B. The **Contractor** must provide participant transportation as needed and supportive services as appropriate to the needs and abilities of each participant. Supportive services mean education and training, information and referral, outreach, public information, recreation, shopping assistance, socialization and volunteer activities.

When viewed as a whole, transportation services must be accessible to people with disabilities as required by the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (49 CFR part 37).

- C. The **Contractor** must abide by standards set forth under both Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (P.L. 101-336) and the regulations thereunder (28 CFR Parts 35 and 36) which require that all programs and facilities (buildings, bathrooms, etc.) must be accessible to the handicapped.

IIC Nutrition Program (Supplemental Nutrition Assistance Program)

- D. The site manager shall work closely with **Aging's** staff and other local agency staff to provide a full array of supportive services for participants.
- E. The **Contractor** must provide a locked box and envelopes for the suggested meal donations for the participants in order to protect the confidentiality of program participants' identities and the amount which they contribute. The Program will develop a Site Council which will decide the amount of suggested donation.
 - (1) All sites must post the suggested contribution for program participants.
 - (2) Price of the meal for guests must be posted.
 - (3) The above two amounts are to be posted near the locked box.

7. HOME-DELIVERED MEAL PROGRAM

- A. Eligibility must be determined prior to the delivery of service by using the standardized Client Assessment Provider Data System (PDS) (see Form – Appendix O and Policy & Procedures Manual – Appendix L). Each client receiving home-delivered meals must be reassessed at appropriate intervals based on each client's situation, but in no instance less frequently than at least once in each twelve-month period. The **Contractor** will also make a six-month contact in the form of a home visit.
- B. The packaging of meals must meet the standards of the Suffolk County Department of Health Services. Aluminum foil partitioned containers are recommended. In order to maintain safe food temperatures in delivery, equipment approved by the National Sanitation Foundation must be purchased. Menus, whenever possible and feasible, should be sent to the clients.
- C. The **Contractor** must provide supportive services to the homebound client according to his or her specific needs. The frequency of the supportive services will be determined by the individual assessment. Nutritional counseling and education must be included in this service.
- D. The **Contractor** must provide envelopes for the suggested meal donations of the participants in order to protect the confidentiality of the program participants' identities and the amount which they contribute.
- E. The **Contractor** shall provide a meal for those holidays and/or weather emergencies that fall on a weekday. The holiday/emergency meals may be frozen or canned and must be delivered the last business day before the holiday or weather emergency. In addition, an emergency supply of shelf-stable food should be made available twice a year for weather related emergencies. A list of suggested food items is available from **Aging**.

8. REPORTING REQUIREMENTS

- A. The following forms and reports are required by the **County** to meet the standards of the Nutrition program:

IIIC Nutrition Program (Supplemental Nutrition Assistance Program)

(1) Monthly Program Reports

Copies of the participant daily sign-in sheets must be received in Aging by the eighth day following month's end.

The units of service/unduplicated count report (Nutrition or S.N.A.P. Services) is due the eighth day following month's end.

The activity report is due one week prior to the month reported.

Menu forms are due four weeks prior to the serving cycle.

(2) Monthly Fiscal Reports

SCOFA Forms NPAG 2 (congregate), NPAG 3 (home-delivered), NPAG 4 and NPAG 5 are due the eighth day following month's end. NPAG 4 and 5 are to be signed in ink by the site manager where indicated. The forms listed above are found in the Policy and Procedure Manual (Appendix K).

(3) Demographics

The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services:

- Name.
- Sex.
- Age.
- Disabled/Frail.

Disabled – Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. This includes alcoholism and drug addiction.

Frail – A person with one or more functional deficits in the following areas: physical functions; mental functions; activities of daily living (ADL) (eating, bed/chair transfer, dressing, bathing, toileting and continence); instrumental activities of daily living (IADL) (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).

- Live Alone.

IIC Nutrition Program (Supplemental Nutrition Assistance Program)

- Low Income – The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census, and updated annually as follows:

Size of Family Unit	100 % of poverty Threshold (for IIC Nutrition program(s))	150% of Poverty Threshold (for SNAP Program(s))
1	\$8,350/year	\$12,525/year
2	\$11,250/year	\$16,875/year

- Minority – Those individuals belonging to one of the following groups: American Indian/Alaskan Native, Asian/Pacific Islander, Black (not of Hispanic Origin), and Hispanic.
- Low Income Minority – Those minority persons whose income is at or below the poverty threshold.
- Veteran – A man or woman who served on active duty in the Armed Forces of the United States and who was discharged or released under conditions other than dishonorable.

9. MONITORING

A. Financial Transactions

Aging's staff and staff of the New York State Office for the Aging staff may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence. The **Contractor** shall cooperate in **Aging's** periodic physical verification of cash, food, equipment, supplies and other assets of the program.

B. Program

The **Contractor** agrees to permit **Aging's** staff and staff of the New York State Office for the Aging to review program records and to monitor training, supervision and services at any time.

10. MISCELLANEOUS

- A. It is the responsibility of the **Contractor** to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on Program vehicles, as follows:

Purchased with Federal Funding:

Funding provided by the
Suffolk County Office for the Aging
and the

U.S. Dept. of Health and Human Services

Through the New York State Office for the Aging

Purchased with State/County Funding:

Funding provided by [the]

Suffolk County [Office for the Aging]

[through the New York State Office for the Aging]*

IIIC Nutrition Program (Supplemental Nutrition Assistance Program)

Any announcement of the Program on radio or television must identify funding by [the] Suffolk County [Office for the Aging]*, the U.S. Department of Health and Human Services and/or through the New York State Office for the Aging, as applicable.

- B. Attendance by site managers at site managers' meetings and training sessions is mandatory. Transportation to these meetings must be accomplished without decreasing transportation services to the Program.
- C. The **Contractor** must establish a formal system of soliciting comments from the participants concerning meals, transportation and supportive services.
- D. The **Contractor** shall comply, and shall require its officers and directors, partners, trustees or other members of its governing body and personnel employed to render services under this Agreement, to comply with all applicable rules, regulation and requirements of law, including without limitation, the Americans with Disabilities Act, and the applicable Policy and Procedure manual issued by Aging, and the Technical Assistance Packet, which have been made part of this Agreement.

*

Omit the words that are not applicable.

GENERAL FOOD SPECIFICATIONS

FOOD SPECIFICATIONS FOR CYCLE MENUS

Meat or Alternate

Meats – USDA Choice or Better

Preservatives, tenderizers, or coloring agents may not be added to any fresh meat or fresh meat product.

Vegetables and Fruits

All fresh fruits and fresh vegetables must not contain bisulfates.

All fresh fruits and fresh vegetables must be washed.

<u>Fresh Fruit</u>	<u>Minimum Size</u>
Oranges	113
Apples	120
Bananas	150

½ cup represents drained weight of fruits and vegetables

Frozen Vegetables – Grade A – Fancy (USDA)

Canned Vegetables – Grade A – Fancy (USDA)

Margarine – from liquid vegetable oil and fortified with Vitamin A

Bread/Alternate – whole grain or enriched

Instant Mashed Potatoes must be fortified with Vitamin C

Milk – Vitamin A & D fortified skim or low-fat milk – 3 days lead time from day of service

Desserts

Gelatin – fortified with Vitamin C

Milk-based puddings used for pudding mix

Canned Fruits – Grade A – Fancy (USDA)

Canned Fruit Juices – Grade A – Fancy (USDA) – fortified with Vitamin C

Frozen Fruits – Grade A – Fancy (USDA)

All foods shall be obtained from State or Federal inspected plants.

- END OF TEXT OF EXHIBIT B -

Supplemental Nutrition Assistance Program

PROPOSER'S RESPONSE TO SECTION IV, Paragraph 3 a through h

SC Purchasing RFP No. 0/22696

Rev 9/12/00

SC Law No. AG004R-0002-00N

Riverhead Town Nutrition Program
Supplemental Nutrition Assistance Program
Section IV
Nutrition Proposal Requirements

3. Program Description & Methodology**Program Sites****a. Food Service:**

- (1) Centrally located in the heart of downtown Riverhead, the Riverhead Senior Citizen Center serves residents of the Town age 60 years of age and older. The center is complete with seating for over 100 persons, a fully equipped commercial kitchen and recreational activities for congregate elderly to enjoy. Since 1978, the Center has been an on-site facility, providing institutional food service daily to an average of 50 congregate and 110 home bound seniors. All meals and supportive services meet the nutritional requirements set forth in Exhibit B. The center follows the Town's procurement policy as set forth in General Municipal Law Section 103, relative to the formal bidding of food, supplies and equipment. Food is ordered bi-weekly; storage rooms are available for storage of canned goods and supplies; commercial freezers for frozen vegetable and meats.
- (2) The Town of Riverhead employs a full-time kitchen staff that consists of a senior cook, two assistant cooks and a food service worker. The services of outside help to meet the daily needs of the kitchen will not be necessary.

b. Supportive Services

In addition to a nutritious daily meal, the Riverhead Town Senior Citizen Program provides senior residents with a community meeting place that offers social and recreational activities five days a week; trips and special events monthly. Home aid and home chore are also available, as well as occasional informational workshops and speakers, the expertise of a county provided social worker bi-weekly, meals on wheels for the homebound, and transportation to shopping, medical appointments and the center. Attached is a typical one-month activity planner for participants in the program.

c. Transportation

The town has three routes to deliver homebound meals throughout the catchment area. Transportation to the center for those seniors in need, is also provided via bus. There are 10 vehicles assigned to the Senior Center for the purpose of delivering meals and transporting seniors to the Center, to shopping and medical appointments.

d. Targeting

Working in cooperation with the Suffolk County Office of the aging, medical offices, churches and other civic and local organizations, the program attempts to inform as many elderly residents and care givers as possible. A quarterly newsletter is written and made available to local agencies, churches, stores, and community centers, clubs, etc. for distribution to town residents, in particular senior citizens. Notices and press releases

Riverhead Town Nutrition Program
Supplemental Nutrition Assistance Program
Section IV
Nutrition Proposal Requirements

are periodically published in local newspapers and church bulletins, and informational flyers are sent to senior clubs and housing complexes to be posted. The department also presides over a Senior Citizen Advisory Board that meets throughout the year, and whose membership it has been determined must at all times include a cross-section of the senior community.

e. Coordination

The Senior Program currently works with numerous other organizations and networks to assist full time staff and to provide additional assistance to our senior residents. Over the last year and a half, we have been diligently working with the Peconic Community Council Transportation Committee to find ways to offer, provide and coordinate transportation services for medical needs outside the confines of our town.

f. Client Assessment Provider Data System (PDS)

Client assessments for the PDS will be completed on each homebound client who receives meals on wheels and/or EISEP services, as well as all participants in our Adult Daycare program. Upon receiving a referral for home delivered meals, an initial intake is completed by phone, and a visit is scheduled to the prospective client for completion of the PDS report. Unless determined an emergency, meals are initiated only after a full assessment is completed and on file in the office in a secure location. The PDS assessor and the Director of Senior Programs discuss and reviews each completed assessment following the home visit and prior to filing the report.

g. Other Resources

The Riverhead Senior Programs is fortunate to be an intricate part of the Town of Riverhead and the many departments within, allowing us the ability to utilize the services of other town departments and personnel. Some examples of interdepartmental coordination would be as follows: our buildings and grounds department oversees the maintenance and repairs of our facility and grounds; the municipal garage maintains our vehicles; the town supervisor's office handles public notifications, etc.; the police department maintains a list of seniors in need of assistance during emergency conditions. In addition, we rely on outside agencies such as Helping Hands and the Dominican Sisters, to fill the gap for transportation services, shopping and home health care, service we would otherwise be unable to provide.

The Riverhead School District, through the coordination of several school clubs and faculty, often provides us with students who offer their assistance with meal delivery, yard work and social activities.

SC Purchasing RFP No. 0/22696
Rev 9/12/00

SC Law No. AG004R-0002-00N

Riverhead Town Nutrition Program
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Nutrition Proposal Requirements

h. Contribution Policy

Each person, who receives a meal through our program, is informed of the voluntary opportunity to contribute to the cost of the meal. Prior to receiving meals on wheels, each HDM participant is mailed a letter that explains the policy and procedure, and states that contributions are anonymous/voluntary. The meals on wheels driver gives the homebound participant an unmarked envelope each Thursday, and the unmarked envelope is returned to the driver on Friday with the contents sealed and anonymous. For congregate participants, a sign which states that each meal is a \$2.00 *suggested* donation, is posted and visible upon entry to the center. Envelopes are provided for anonymous contributions, and are kept next to a locked box in an area where participants can privately insert their daily contribution. No one is denied a meal due to his or her inability or unwillingness to pay.

Handicapped Accessibility

- The main floor of our senior center is handicapped accessible. Outside ramps and a sliding door permit wheelchair bound participants' accessibility to the building; a handicapped bathroom is located on the main level.

EXHIBIT C

RATE PAGE
(PROPOSER'S RESPONSE TO SECTION V OF THE RFP)

TOWN OF RIVERHEAD

Proposed Schedule of Fees for Services

	<i>Congregate Midday Meals</i>	<i>Home-Delivered Meals + PDS</i>
<i>First Contract Year</i>	<i>\$3.38</i>	<i>\$4.92</i>
<i>Second Contract Year</i>	<i>\$3.49</i>	<i>\$5.07</i>
<i>Third Contract Year</i>	<i>\$3.60</i>	<i>\$5.23</i>

EXHIBIT D

FURNITURE, FIXTURES, EQUIPMENT, ETC.

1. INTEREST OF COUNTY

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies received from the County or purchased or obtained by the Contractor and paid for or reimbursed to the Contractor by or from the County funds pursuant to the terms of any prior agreements with the County for nutrition services to the elderly or in connection with this Agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, the bankruptcy of the Contractor, or an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgement against it within thirty (30) days of filing, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same thereupon become the property of the County without any claim for reimbursement on the part of the Contractor. As directed by the County, the Contractor shall attach identifying labels on said property indicating the interest of the County.

2. INVENTORY, RECORDS, CONTROLS AND REPORTS

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to this Agreement and all prior agreements, if any, covering the Program. Three (3) months before the termination date of this Agreement, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination date of this Agreement, the Contractor shall submit to the County six (6) copies of the same report updated to the termination date of this Agreement, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid termination date, and revised, if necessary, to include any inventory changes during the last three (3) months of the term of this Agreement.

3. PROTECTION OF PROPERTY IN CONTRACTOR'S CUSTODY

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of burglary, theft, vandalism or disappearance of any item of furniture, fixtures, equipment, materials or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials or supplies from any cause, the Contractor immediately shall send the County a detailed, written report thereon.

4. DISPOSITION OF PROPERTY IN CONTRACTOR'S CUSTODY

Upon termination of the **County's** funding of the Program covered by this Agreement or by any renewal hereof, or at any other time that the **County** may direct, the **Contractor** shall make access available and render all necessary assistance for physical removal by the **County** or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the **Contractor's** custody in which the **County** has a proprietary interest, in the same condition as such property was received by the **Contractor**, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the **County** and the State of New York.

- END OF TEXT OF EXHIBIT D -

LEGAL HOLIDAY SCHEDULE

NUTRITION PROGRAM FOR THE ELDERLY

HOLIDAY	DATE			
	2001	2002	2003	2004
NEW YEAR'S DAY	MONDAY, JANUARY 1	TUESDAY, JANUARY 1	WEDNESDAY, JANUARY 1	THURSDAY, JANUARY 1
DR. MARTIN LUTHER KING, JR. DAY	MONDAY, JANUARY 15	MONDAY, JANUARY 21	MONDAY, JANUARY 20	MONDAY, JANUARY 19
LINCOLN'S BIRTHDAY	MONDAY, FEBRUARY 12	TUESDAY, FEBRUARY 12	WEDNESDAY, FEBRUARY 12	THURSDAY, FEBRUARY 12
WASHINGTON'S BIRTHDAY	MONDAY, FEBRUARY 19	MONDAY, FEBRUARY 18	MONDAY, FEBRUARY 17	MONDAY, FEBRUARY 16
MEMORIAL DAY	MONDAY, MAY 28	MONDAY, MAY 27	MONDAY, MAY 26	
INDEPENDENCE DAY	WEDNESDAY, JULY 4	THURSDAY, JULY 4	WEDNESDAY, JULY 4	
LABOR DAY	MONDAY, SEPTEMBER 3	MONDAY SEPTEMBER 2	MONDAY, SEPTEMBER 1	
COLUMBUS DAY	MONDAY, OCTOBER 8	MONDAY, OCTOBER 14	MONDAY, OCTOBER 13	
ELECTION DAY	TUESDAY, NOVEMBER 6	TUESDAY, NOVEMBER 5	TUESDAY NOVEMBER 4	
VETERANS DAY	MONDAY, NOVEMBER 12	MONDAY, NOVEMBER 11	TUESDAY, NOVEMBER 11	
THANKSGIVING DAY	THURSDAY, NOVEMBER 22	THURSDAY, NOVEMBER 28	THURSDAY, NOVEMBER 27	
CHRISTMAS DAY	TUESDAY, DECEMBER 25	WEDNESDAY, DECEMBER 25	THURSDAY, DECEMBER 25,	

SUMMARY

PROVIDE ONE COPY OF THIS SUMMARY SHEET FOR EACH CATCHMENT AREA ⁹⁷⁹ BID
UPON. YOU MAY MAKE PHOTOCOPIES OF THIS FORM.

PROPOSER: TOWN OF RIVERHEAD

CATCHMENT AREA (see Appendix P):

TOWN OF RIVERHEAD TRACT 1697,02,1698,1699

TARGET COMMUNITY: RIVERHEAD TOWN

☒

CONGREGATE

☒

HOME-DELIVERED

☐

CATERED

☒

COOK ON SITE

48

Number of persons to be served each day – congregate

110

Number of persons to be served each day – Home-Delivered

5

Number of days per week for program

Circle days of program (M)

(T)

(W)

(TH)

(F)

SA

SU

7

Hours of operation each day

Location for congregate site:

200 Howell Avenue Riverhead

Location of program administration, if difference from congregate site:

Please state any additional information affecting service delivery:

OFFICE USE ONLY:

MODIFIED

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- (2) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized
to Sign Application

Date: _____

For: _____
Name of Grantee

**PLEASE SIGN
& DATE**

STATEMENT OF OTHER CONTRACTS

CONTRACTOR NAME _____

ADDRESS _____

CONTACT _____ PHONE NUMBER _____

PROGRAM	AGREEMENT NUMBER	CONTRACT WITH ¹	TERM OF AGREEMENT	AMOUNT

1. Indicate (a) type of organization – County, State, Federal or Other and (b) name of Department, Agency or Organization.

COUNCILMAN CARDINALE
COUNCILMAN LULL

Offered the following Resolution which was seconded by

Adopted

FUND NAME		CD-4/17/01	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ 6,660,000.00	\$ 620,842.89	\$ 7,070,842.89
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ 422.17	\$ 422.17
TEEN CENTER	005	\$ 10,000.00	\$ -	\$ 10,000.00
RECREATION PROGRAM	006	\$ 140,000.00	\$ 5,239.68	\$ 145,239.68
SR NUTRITION SITE COUNCIL	007	\$ -	\$ 775.00	\$ 775.00
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ 20,000.00	\$ 278.82	\$ 20,278.82
AG-FEST COMMITTEE FUND	021	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 1,829.30	\$ 1,829.30
COMMUNITY P.E.T.S. SHELTER	028	\$ 8,600.00	\$ -	\$ 8,600.00
ANIMAL SPAY & NEUTERING FUND	029	\$ 1,000.00	\$ -	\$ 1,000.00
EDZ FUND	030	\$ 20,000.00	\$ 439.26	\$ 20,439.26
HIGHWAY	111	\$ 510,000.00	\$ 83,319.37	\$ 593,319.37
WATER	112	\$ 2,000,000.00	\$ 60,972.61	\$ 2,060,972.61
REPAIR & MAINTENANCE	113	\$ 650,000.00	\$ -	\$ 650,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 1,300,000.00	\$ 32,664.60	\$ 1,332,664.60
REFUSE & GARBAGE COLLECTION	115	\$ 360,000.00	\$ 9,827.06	\$ 369,827.06
STREET LIGHTING	116	\$ 305,000.00	\$ 6,767.89	\$ 311,767.89
PUBLIC PARKING	117	\$ 130,000.00	\$ 2,560.66	\$ 132,560.66
BUSINESS IMPROVEMENT DISTRICT	118	\$ 37,000.00	\$ 193.53	\$ 37,193.53
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ 210,000.00	\$ 172.99	\$ 210,172.99
CALVERTON SEWER DISTRICT	124	\$ 110,000.00	\$ -	\$ 110,000.00
WORKER'S COMPENSATION FUND	173	\$ 860,000.00	\$ 3,506.96	\$ 863,506.96
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	176	\$ 30,000.00	\$ -	\$ 30,000.00
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 1,008.88	\$ 1,008.88
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ 20,000.00	\$ -	\$ 20,000.00
SEWER DISTRICT DEBT	382	\$ 5,000.00	\$ -	\$ 5,000.00
WATER DEBT	383	\$ 275,000.00	\$ 62,475.00	\$ 337,475.00
GENERAL FUND DEBT SERVICE	384	\$ 275,000.00	\$ 113,067.50	\$ 388,067.50
SCAVENGER WASTE DEBT	385	\$ 158,000.00	\$ -	\$ 158,000.00
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 35,321.42	\$ 35,321.42
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	461	\$ 35,000.00	\$ -	\$ 35,000.00
YOUTH SERVICES	462	\$ -	\$ 1,761.23	\$ 1,761.23
SENIORS HELPING SENIORS	463	\$ -	\$ 985.26	\$ 985.26
EISEP	464	\$ -	\$ 1,148.11	\$ 1,148.11
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ 205,000.00	\$ 4,839.99	\$ 209,839.99
MUNICIPAL GARAGE	626	\$ 45,000.00	\$ 12,021.32	\$ 57,021.32
TRUST & AGENCY	*736*	\$ -	\$ 961,843.75	\$ 961,843.75
SPECIAL TRUST	736	\$ 270,000.00	\$ -	\$ 270,000.00
COMMUNITY PRESERVATION FUND	737	\$ 420,000.00	\$ -	\$ 420,000.00
CDA-CALVERTON	914	\$ -	\$ -	\$ -
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 20,127.51	\$ 20,127.51
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ 14,949,500.00	\$ 1,944,391.75	\$ 16,893,891.75

**FUND 735 INCLUDES 2000-2001 SCHOOL/TOWN TAXES OF \$310,000

THE VOTE
 Densleski ☒ Yes ☐ No **Cardinale** ☒ Yes ☐ No
 Kent ☒ Yes ☐ No **Lull** ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
 THE RESOLUTION WAS ☒ WAS NOT ☐
 THE RESOLUTION DULY ADOPTED

Adopted

COUNCILMAN KENT offered the following Resolution which was seconded by
COUNCILMAN DENSIESKI

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 97,949.88	\$ 97,949.88
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ 1,129.73	\$ 1,129.73
SR NUTRITION SITE COUNCIL	007	\$ -	\$ 300.00	\$ 300.00
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ 110.11	\$ 110.11
AG-FEST COMMITTEE FUND	021	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
ANIMAL SPAY & NEUTERING FUND	029	\$ -	\$ 700.00	\$ 700.00
EDZ FUND	030	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 37,251.50	\$ 37,251.50
WATER	112	\$ -	\$ 19,832.25	\$ 19,832.25
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 7,171.37	\$ 7,171.37
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 146,329.73	\$ 146,329.73
STREET LIGHTING	116	\$ -	\$ 2,179.59	\$ 2,179.59
PUBLIC PARKING	117	\$ -	\$ 634.38	\$ 634.38
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 4,314.60	\$ 4,314.60
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 3,312.15	\$ 3,312.15
CALVERTON SEWER DISTRICT	124	\$ -	\$ 57,495.00	\$ 57,495.00
WORKER'S COMPENSATION FUND	173	\$ -	\$ 5,905.22	\$ 5,905.22
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ 12,465.23	\$ 12,465.23
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 151.00	\$ 151.00
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 327,960.73	\$ 327,960.73
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 203.49	\$ 203.49
SENIORS HELPING SENIORS	453	\$ -	\$ -	\$ -
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ 2,609.41	\$ 2,609.41
MUNICIPAL GARAGE	626	\$ -	\$ 19,310.61	\$ 19,310.61
TRUST & AGENCY	*736*	\$ -	\$ 750.00	\$ 750.00
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 138,466.53	\$ 138,466.53
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 2,988.77	\$ 2,988.77
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 889,521.28	\$ 889,521.28

**FUND 736 INCLUDES 2000-2001 SCHOOL/TOWN TAXES OF \$-0-

THE VOTE
 Densieski Yes No Cardinale Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No
 THE RESOLUTION WAS PASSED
 THERESA J. LULL

MAY 1, 2001

Adopted

TOWN OF RIVERHEAD

Resolution # 500RIVERHEAD TOWN HUMAN SERVICES CENTERBUDGET ADOPTION

Councilman Kent offered the following resolution ,
 which was seconded by Councilman Lull

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget:

406.095731.494200.40091 SERIAL BOND PROCEEDS

FROM:
\$2,750,000.

406.071400.521000.40091
 406.071400.522150.40091
 406.071400.543650.40091
 406.071400.547900.40091

PROPERTY ACQUISITION
 CONTRUCTION IMPROVEMENTS
 ARCHITECTURAL SERVICES
 CONTINGENCY

TO:
\$ 360,000.
\$1,900,000.
\$ 350,000.
\$ 140,000.

THE VOTECardinale ☐ Yes ☒ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No